



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित

PUBLISHED BY AUTHORITY

साप्ताहिक

WEEKLY

सं. 35]

नई दिल्ली, अगस्त 25—अगस्त 31, 2019, शनिवार/भाद्र 3—भाद्र 9, 1941

No. 35]

NEW DELHI, AUGUST 25—AUGUST 31, 2019, SATURDAY/BHADRA 3—BHADRA—9, 1941

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 29 जुलाई, 2019

का.आ.1532.—भारतीय रिजर्व बैंक अधिनियम, 1934 की धारा 8 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री अतानु चक्रवर्ती, सचिव, भारत सरकार, वित्त मंत्रालय, आर्थिक कार्य विभाग को तत्काल प्रभाव से और अगले आदेशों तक, श्री सुभाष चन्द्र गर्ग के स्थान पर, भारतीय रिजर्व बैंक के केन्द्रीय निदेशक मण्डल में निदेशक के रूप में नामित करती है।

[फा. सं. 6/3/2012-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 29th July, 2019

S.O. 1532.—In exercise of the powers conferred by clause (d) of sub-section (1) of section 8 of the Reserve Bank of India Act, 1934, the Central Government hereby nominates Shri Atanu Chakraborty, Secretary, Government of

India, Ministry of Finance, Department of Economic Affairs, as Director on the Central Board of Directors of Reserve Bank of India, with immediate effect and until further orders, *vice* Shri Subhash Chandra Garg.

[F. No. 6/3/2012-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 6 अगस्त, 2019

का.आ. 1533.—राष्ट्रीय कृषि और ग्रामीण विकास बैंक अधिनियम, 1981 (1981 का 61) की धारा 6 की उप-धारा (1) के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक के परामर्श से एतद्वारा, श्री महेश कुमार जैन के स्थान पर सुश्री रेवती अय्यर, निदेशक, केन्द्रीय बोर्ड को अधिसूचना की तारीख से अथवा अगले आदेशों तक, जो भी पहले हो, राष्ट्रीय कृषि और ग्रामीण विकास बैंक (नाबार्ड) के निदेशक मण्डल में अंशकालिक निदेशक नामित करती है।

[फा. सं. 7/11/2018-एसी]

पी. के. सिंह, अवर सचिव

New Delhi, the 6th August, 2019

S.O. 1533.—In exercise of the powers conferred by clause (c) of sub-section (1) of Section 6 of the National Bank for Agriculture and Rural Development Act, 1981 (61 of 1981), the Central Government, in consultation with the Reserve Bank of India, hereby nominates Ms Revathy Iyer, Director, Central Board as part-time Director on the Board of Directors of National Bank for Agriculture and Rural Development (NABARD) from the date of notification and until further orders whichever is earlier *vice* Shri Mahesh Kumar Jain.

[F. No. 7/11/2018-AC]

P. K. SINGH, Under Secy.

नई दिल्ली, 8 अगस्त, 2019

का.आ. 1534.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 20 की उप-धारा (1) के साथ पठित धारा 19 के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री दिनेश कुमार खारा (जन्म तिथि: 28.8.1961), प्रबंध निदेशक, भारतीय स्टेट बैंक के कार्यकाल को दिनांक 9.8.2019 से अगले दो वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, बढ़ाती है।

[फा. सं. 2/1/2016-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 8th August, 2019

S.O. 1534.—In exercise of the powers conferred by clause (b) of section 19 read with sub-section (1) of section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, hereby extends the term of office of Shri Dinesh Kumar Khara (date of birth: 28.8.1961), Managing Director, State Bank of India for a further period of two years with effect from 9.8.2019, or until further orders, whichever is earlier.

[F. No. 2/1/2016-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 8 अगस्त, 2019

का.आ. 1535.— बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री पंकज जैन (अपर सचिव, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, श्री रवि मित्तल के स्थान पर पंजाब नेशनल बैंक के निदेशक मण्डल में निदेशक नामित करती है।

[फा. सं. 6/3/2012-बीओ-I (खंड-II)]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 8th August, 2019

S.O. 1535.— In exercise of the powers conferred by clause (b) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, the Central Government hereby nominates Shri Pankaj Jain (Additional Secretary, Government of India, Ministry of Finance, Department of Financial Services) as Director on the Board of Directors of Punjab National Bank, with immediate effect and until further orders, *vice* Shri Ravi Mital.

[F. No. 6/3/2012-BO-I (Vol. II)]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 8 अगस्त, 2019

का.आ. 1536.— भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खंड (ड.) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री रवि मित्तल (विशेष सचिव, भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग) को तत्काल प्रभाव से और अगले आदेशों तक, श्री राजीव कुमार के स्थान पर भारतीय स्टेट बैंक के केन्द्रीय निदेशक मण्डल में निदेशक नामित करती है।

[फा. सं. 6/3/2012-बीओ-I (खंड-II)]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 8th August, 2019

S.O. 1536.— In exercise of the powers conferred by clause (e) of section 19 of the State Bank of India Act, 1955 (23 of 1955), the Central Government hereby nominates Shri Ravi Mital (Special Secretary, Government of India, Ministry of Finance, Department of Financial Services) as Director on the Central Board of Directors of State Bank of India, with immediate effect and until further orders, *vice* Shri Rajiv Kumar.

[F. No. 6/3/2012-BO-I (Vol. II)]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 13 अगस्त, 2019

का.आ. 1537.— राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 3 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा 3 के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कालम (3) में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में विनिर्दिष्ट बैंकों के बोर्ड में तत्काल प्रभाव से और अगले आदेशों तक, निदेशक के रूप में नामित करती है:-

	(1)	(2)	(3)
1.	बैंक आफ इंडिया	श्री एस. सी. मुर्मू	श्री सुब्रत दास (जन्म तिथि: 21.7.1963)
2.	युनाइटेड बैंक आफ इंडिया	सुश्री साधना वर्मा	श्री राजेश कुमार (जन्म तिथि: 26.9.1965)
3.	इण्डियन ओवरसीज बैंक	श्री निर्मल चन्द	सुश्री रीनी अजिथ (जन्म तिथि: 29.4.1968)
4.	बैंक आफ महाराष्ट्र	श्री जी. श्रीकुमार	श्री एम. के. वर्मा (जन्म तिथि: 3.1.1957)

[फा. सं. 6/3/2011-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 13th August, 2019

S.O. 1537.—In exercise of the powers conferred by clause (c) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby nominates the persons specified in column (3) of the table below as Director on the Board of the Banks specified in column (1) thereof, in place of the persons specified in column (2) of the said table, with immediate effect and until further orders:-

	(1)	(2)	(3)
1.	Bank of India	Shri S. C. Murmu	Shri Subrata Das (Date of birth: 21.7.1963)
2.	United Bank of India	Ms Sadhana Varma	Shri Rajesh Kumar (Date of birth: 26.9.1965)
3.	Indian Overseas Bank	Shri Nirmal Chand	Ms Reeny Ajith (Date of birth: 29.4.1968)
4.	Bank of Maharashtra	Shri G. Sreekumar	Shri M. K. Verma (Date of birth: 3.1.1957)

[F. No. 6/3/2011-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

विदेश मंत्रालय**(सी.पी.वी. प्रभाग)**

नई दिल्ली, 13 अगस्त, 2019

का.आ. 1538.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, ज़ांजीबार में श्री नेहमिनलेन हाओकिप, सहायक अनुभाग अधिकारी को दिनांक 13 अगस्त 2019 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी-4330/01/2016]

टी. अजुङ्गला जमीर, निदेशक (सी.पी.वी.)

MINISTRY OF EXTERNAL AFFAIRS**(CPV DIVISION)**New Delhi, the 13th August, 2019

S.O. 1538.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Nehminlen Haokip, Assistant Section Officer as Assistant Consular Officer in Consulate General of India, Zanzibar to perform the consular services with effect from 13 August, 2019.

[No. T-4330/01/2016]

T. AJUNGLA JAMIR, Director (CPV)

नई दिल्ली, 20 अगस्त, 2019

का.आ. 1539.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद् द्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, दुबई में श्री साहिल अग्रवाल, सहायक अनुभाग अधिकारी को दिनांक 20 अगस्त 2019 से सहायक कौंसुलर अधिकारियों के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी-4330/03/2018]

टी. अजुंग्ला जमीर, निदेशक (सी.पी.वी.)

New Delhi, the 20th August, 2019

S.O. 1539.—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri SAHIL AGGARWAL, Assistant Section Officer as Assistant Consular Officer in Consulate General of India, Dubai to perform the Consular services with effect from 20th August 2019.

[No. T-4330/03/2018]

T. AJUNGLA JAMIR, Director (CPV)

स्वास्थ्य और परिवार कल्याण मंत्रालय**(स्वास्थ्य और परिवार कल्याण विभाग)**

नई दिल्ली, 14 फरवरी, 2019

का.आ. 1540.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में:-

क) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन "दि तमिलनाडू डॉ. एमजीआर मेडिकल विश्वविद्यालय, चेन्नई" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
“मजिस्टर चिरुर्गी (प्लास्टिक सर्जरी)	एम.सीएच(प्लास्टिक सर्जरी)
	(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह चेंगलपट्टू मेडिकल कॉलेज, चेंगलपट्टू में प्रशिक्षित किए गए छात्रों के संबंध में 2010 को या बाद में दि तमिलनाडू डॉ. एमजीआर मेडिकल विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी।

- नोट:** 1. दी गई ऐसी मान्यता अधिसूचना की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/17/2019-एमई-1/एफटीएस. नं. 3198237]

पी. के. बंदोपाध्याय, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 14th February, 2019

S.O. 1540.— In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “The Tamil Nadu Dr. M.G.R. Medical University, Chennai”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
Magister Chirurgiae (Plastic Surgery)”	M.Ch (Plastic Surgery)
	(This shall be a recognized medical qualification when granted by The Tamil Nadu Dr. M.G.R. Medical University, Chennai in respect of students being trained at Chengalpattu Medical College, Chengalpattu on or after 2010).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/17/2019-ME-I/FTS No. 3198237]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 14 फरवरी, 2019

का.आ. 1541.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में

‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
“मजिस्टर चिरुर्गी (पेडियाट्रिक्स सर्जरी)	एम.सीएच (पेडियाट्रिक्स सर्जरी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गांधी मेडिकल कॉलेज, सिकंदराबाद में प्रशिक्षित किए गए छात्रों के संबंध में 2006 को या बाद में डॉ. एनटीआर स्वास्थ्य विज्ञान विश्वविद्यालय, विजयवाड़ा, आंध्र प्रदेश द्वारा प्रदत्त होगी।

नोट: 1. स्नातकोत्तर पाठ्यक्रम को दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।

2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।

3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से संबंधित स्नातकोत्तर पाठ्यक्रम में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/20/2019/एमई-1/एफटीएस.नं. 3198243]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 1541.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Dr. NTR University of Health Sciences, Vijayawada”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Magister Chirurgiae (Paediatrics Surgery)”	M.Ch (Paediatrics Surgery) (This shall be a recognized medical qualification when granted by Dr. NTR University of Health Sciences, Vijayawada in respect of students being trained at Gandhi Medical College, Secundrabad on or after 2006).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.

2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/20/2019-ME-I/FTS No. 3198243]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 14 फरवरी, 2019

का.आ. 1542.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में

- 1) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "शिक्षा ओ अनुसंधान विश्वविद्यालय, भुवनेश्वर" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
'डॉक्टर ऑफ मेडिसिन (पेडियाट्रिक्स)'	एमडी (पेडियाट्रिक्स)
	(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह इंस्टिट्यूट ऑफ मेडिकल साइंसिस एंड एसयूएम अस्पताल, भुवनेश्वर में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में शिक्षा ओ अनुसंधान विश्वविद्यालय, भुवनेश्वर द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/16/2019-एमई-1/एफटीएस नं. 3198235]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 1542.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

- 1) against "Siksha O Anusandhan University, Bhubaneswar", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Paediatrics)”	MD (Paediatrics)
	(This shall be a recognized medical qualification when granted by Siksha O Anusandhan University, Bhubaneswar in respect of students being trained at Institute of Medical Sciences & SUM Hospital, Bhubaneswar, on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/16/2019-ME-I/FTS No.3198235]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 14 फरवरी, 2019

का.आ. 1543.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है:-

उक्त प्रथम अनुसूची में:-

‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
“मास्टर ऑफ सर्जरी (जनरल सर्जरी)”	मास्टर ऑफ सर्जरी (जनरल सर्जरी)
	(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह ईएसआई-पीजीआईएमएसआर, ईएसआई अस्पताल, अंधेरी(पूर्व), मुंबई में 2013-14, 2014-15, 2015-16, 2016-17 अकादमिक सत्र में प्रवेश पाए छात्रों के संबंध में महाराष्ट्र स्वास्थ्य विज्ञान विश्वविद्यालय, नासिक द्वारा प्रदत्त होगी)।

[फा. सं. यू-12012/14/2019-एमई-1/एफटीएस नं. 3198168]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 1543.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Maharashtra University of Health Sciences, Nashik”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Master of Surgery (General Surgery)”

MS (General Surgery)

(This shall be a recognized medical qualification when granted by Maharashtra University of Health Sciences, Nashik in respect of students admitted for the academic year 2013-14, 2014-15, 2015-16, 2016-17 at ESI-PGIMS, ESI-Hospital, Andheri (E), Mumbai.)

[F. No. U-12012/14/2019-ME-I/FTS No. 3198168]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 14 फरवरी, 2019

का.आ. 1544.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में:-

क) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम(2) कहा गया है] शीर्षक के अधीन “केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)

(3)

“डॉक्टर ऑफ मेडिसिन (फारेसिक मेडिसिन)”

एमडी (फारेसिक मेडिसिन)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नमेंट मेडिकल कॉलेज, तृशूर में 2012 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)

[फा. सं. यू-12012/130/2018-एमई-1/एफटीएस नं. 3187727]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 14th February, 2019

S.O. 1544.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Kerala University of Health Sciences, Thrissur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Forensic Medicine)”	MD (Forensic Medicine) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Government Medical College, Thrissur on or after 2012).

[F. No. U.12012/130/2018-ME-I/FTS No. 3187727]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 15 फरवरी, 2019

का.आ. 1545.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है।

उक्त प्रथम अनुसूची में ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] ‘गुजरात विश्वविद्यालय, अहमदाबाद’ के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
‘डॉक्टर ऑफ मेडिसिन (फार्माकॉलोजी)’	एमडी (फार्माकॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अहमदाबाद म्युनिसिपल कॉरपोरेशन मेडिकल एज्युकेशन ट्रस्ट मेडिकल कॉलेज, अहमदाबाद में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में गुजरात विश्वविद्यालय, अहमदाबाद द्वारा प्रदत्त होगी।)
‘डॉक्टर ऑफ मेडिसिन (फिजियोलोजी)’	एमडी (फिजियोलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अहमदाबाद म्युनिसिपल कॉरपोरेशन मेडिकल एज्युकेशन ट्रस्ट मेडिकल कॉलेज, अहमदाबाद में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में गुजरात विश्वविद्यालय, अहमदाबाद द्वारा प्रदत्त होगी।)

- नोट:**
1. दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
 2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
 3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/19/2019-एमई-1/एफटीएस नं. 3198242]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 15th February, 2019

S.O. 1545.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Gujarat University, Ahmadabad”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Pharmacology)”	MD (Pharmacology)
	(This shall be a recognized medical qualification when granted by Gujarat University, Ahmadabad in respect of students being trained at Ahmedabad Municipal Corporation Medical Education Trust Medical College, Ahmedabad on or after 2018).
“Doctor of Medicine (Physiology)”	MD (Physiology)
	(This shall be a recognized medical qualification when granted by Gujarat University, Ahmadabad in respect of students being trained at Ahmedabad Municipal Corporation Medical Education Trust Medical College, Ahmedabad on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/19/2019-ME-I/FTS No. 3198242]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 15 फरवरी, 2019

का.आ. 1546.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956(1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:-

उक्त प्रथम अनुसूची में:-

क) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ [जिसे इसके आगे कालम (2) कहा गया है] शीर्षक के अधीन “दि तमिलनाडू डॉ. एमजीआर मेडिकल विश्वविद्यालय, चेन्नई” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तिकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (पेडियाट्रिक्स)”	एमडी(पेडियाट्रिक्स) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह मुकाम्बिका इंस्टीट्यूट ऑफ मेडिकल साइंसिस, कन्याकुमारी में 2018 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में दि तमिलनाडू डॉ. एमजीआर मेडिकल विश्वविद्यालय, चेन्नई द्वारा प्रदत्त होगी)।

- नोट:** 1. दी गई ऐसी मान्यता अधिसूचना की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से, संबंधित स्नातक पाठ्यक्रम में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/18/2019-एमई-1/एफटीएस. नं. 3198238]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 15th February, 2019

S.O. 1546.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

- I) against "The Tamil Nadu Dr. M.G.R. Medical University, Chennai", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2) "Doctor of Medicine (Paediatrics)"

(3) MD (Paediatrics)

(This shall be a recognized medical qualification when granted by The Tamil Nadu Dr. M.G.R. Medical University, Chennai in respect of students being trained at Sree Mookambika Institute of Medical Sciences, Kanyakumari on or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/18/2019-ME-I/FTS No. 3198238]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 27 फरवरी, 2019

का.आ. 1547.— भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप- धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है:-

उक्त प्रथम अनुसूची में:-

- I) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (रेडियोडायग्नोसिस)”	एमडी (रेडियोडायग्नोसिस) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नमेंट मेडिकल कॉलेज, कोट्टायम, केरल में केवल अकादमिक सत्र 2011-12, 2012-13, 2013-14 व 2014-15 में प्रवेश पाने वाले छात्रों के संबंध में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृश्शूर द्वारा प्रदत्त होगी।)

[फा. सं. यू-12012/05/2019-एमई-I/3194671]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 27th February, 2019

S. O. 1547.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Kerala University of Health Sciences, Thrissur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Radiodiagnosis)	MD (Radio-diagnosis) (This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students admitted at Government Medical College, Kottayam, Kerala in the academic year 2011-12, 2012-13, 2013-14 & 2014-15 only).

[F. No. U-12012/05/2019-ME-I /3194671]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 6 मार्च, 2019

का.आ. 1548.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात्:

उक्त प्रथम अनुसूची में

1) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम (2) कहा गया है] “गीतांजलि विश्वविद्यालय, उदयपुर” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
“डॉक्टर ऑफ मेडिसिन (एनिस्थिसियॉलोजी)”	एमडी (एनिस्थिसियॉलोजी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गीतांजलि मेडिकल कॉलेज एंड अस्पताल, उदयपुर में प्रशिक्षित किए जा रहे

छात्रों के संबंध में 2018 को या बाद में गीतांजलि विश्वविद्यालय, उदयपुर द्वारा प्रदत्त होगी।)

- नोट:** 1. दी गई ऐसी मान्यता अधिसूचना की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/50/2019-एमई-1/एफटीएस नं. 3200606]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 6th March, 2019

S.O. 1548.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

(I) against "Geetanjali University, Udaipur", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

"Doctor of Medicine (Anaesthesiology)"

MD (Anaesthesiology)

(This shall be a recognized medical qualification when granted by Geetanjali University, Udaipur in respect of students being trained at Geetanjali Medical College & Hospital, Udaipur or after 2018).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/50/2019-ME-I/FTS No. 3200606]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 7 मार्च, 2019

का. आ. 1549.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात:-

उक्त प्रथम अनुसूची में .—

(1) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम(2) कहा गया है] शीर्षक के अधीन 'गुरु नानक देव विश्वविद्यालय, अमृतसर' के समक्ष अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा अर्थात:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन(स्पोर्ट मेडिसिन)"	एमडी (स्पोर्ट मेडिसिन)
	(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गुरु नानक देव विश्वविद्यालय में अकादमिक सत्र 2011-12, 2012-13, और 2013-14 में प्रवेश पाए छात्रों के संबंध में गुरु नानक देव विश्वविद्यालय, अमृतसर द्वारा प्रदत्त होगी)।

[फा. सं. जैड-12012/35/2019-एमई-1/एफटीएस. नं. 3200130]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 7th March, 2019

S.O. 1549.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

(1) against "Guru Nanak Dev University, Amritsar", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
"Doctor of Medicine (Sport Medicine)"	MD (Sport Medicine)
	(This shall be a recognized medical qualification when granted by Guru Nanak Dev University, in respect of students admitted for the academic year 2011-12, 2012-13, and 2013-14 only at Guru Nanak Dev University, Amritsar)

[F. No. U-12012/35/2019-ME-I/FTS No. 3200130]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 3 अप्रैल, 2019

का.आ. 1550.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है, अर्थात:-

उक्त प्रथम अनुसूची में .—

(1) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' [जिसे इसके आगे कालम(2) कहा गया है] शीर्षक के अधीन "राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (पेडियाट्रिक्स)"	एमडी (पेडियाट्रिक्स)
	(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह बेलगाम इंस्टीट्यूट ऑफ मेडिकल साइंसेस, बेलगाम में 2015 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध राजीव गांधी स्वास्थ्य विज्ञान विश्वविद्यालय, बेंगलुरु द्वारा प्रदत्त होगी)।

नोट: 1. ऐसी दी गई ऐसी मान्यता अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।

2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।

3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणाम स्वरूप, निरपवाद रूप से संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/100/2019-एमई-1/एफटीएस-3204351]

पी. के. बंदोपाध्याय, संयुक्त सचिव

New Delhi, 3rd April, 2019

S.O. 1550.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

(I) against "Rajiv Gandhi University of Health Sciences, Bangalore", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
"Doctor of Medicine (Paediatrics)"	MD (Paediatrics)
	(This shall be a recognized medical qualification when granted by Rajiv Gandhi University of Health Sciences, Bangalore in respect of students being trained at Belgaum Institute of Medical Sciences, Belgaum on or after 2015).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/100/2019-ME-I/FTS No. 3204351]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 1 अप्रैल, 2019

का.आ. 1551.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है:-

उक्त प्रथम अनुसूची में:-

(1) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम (2) कहा गया है] "केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तिकरण' [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (फिज़िकल मेडिसिन एंड रिहैबिलिटेशन)"	एमडी (फिज़िकल मेडिसिन एंड रिहैबिलिटेशन)
	(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नमेंट मेडिकल कॉलेज, कोट्टायम में 2015 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिसूचना जारी होने की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/93/2019-एमई-1/एफटीएस-3204216]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 1st April, 2019

S.O. 1551.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

(1) against "Kerala University of Health Sciences, Thrissur", under the heading 'Recognized Medical Qualification' [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading 'Abbreviation for Registration' [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
"Doctor of Medicine (Physical Medicine and Rehabilitation)"	MD (Physical Medicine and Rehabilitation)
	(This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Government Medical College, Kottayam on or after 2015).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for 'Renewal' of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/93/2019-ME-I/FTS No. 3204216]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 3 अप्रैल, 2019

का.आ. 1552.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956(1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है:-

उक्त प्रथम अनुसूची में:-

(1) 'मान्यता प्राप्त आयुर्विज्ञान अर्हता' शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] "अमृता विश्व विद्यापीठम विश्वविद्यालय" के सामने अंतिम प्रविष्टि के पश्चात और 'पंजीकरण के लिए संक्षिप्तकरण' [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:-

(2)	(3)
"डॉक्टर ऑफ मेडिसिन (डर्माटोलॉजी, वेनरोलॉजी एमडी (डीवीएल) एंड लेपरसी)"	(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह अमृता स्कूल ऑफ मेडिसिन, एम्स, कोची, में 2014 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में अमृता विश्व विद्यापीठम विश्वविद्यालय द्वारा प्रदत्त होगी।)

नोट:

1. दी गई ऐसी मान्यता अधिसूचना जारी होने की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/98/2019-एमई-I/एफटीएस-3204309]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 3rd April, 2019

S.O. 1552.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

(I) against “Amrita Vishwa Vidyapeetham University”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)	(3)
“Doctor of Medicine (Dermatology, Venereology & Leprosy)”	MD (DVL) (This shall be a recognized medical qualification when granted by Amrita Vishwa Vidyapeetham University in respect of students being trained at Amrita School of Medicine, AIMS, Kochi on or after 2014).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/98/2019-ME-I/FTS No. 3204309]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 2 मई, 2019

का.आ. 1553.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है:-

उक्त प्रथम अनुसूची में:-

(1) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम(3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा, अर्थात्:-

(2)	(3)
“मास्टर ऑफ सर्जरी (ओटो-रहीनो-लेरिंगोलोजी)”	एमएस (ईएनटी) (यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह गवर्नमेंट मेडिकल कॉलेज, तृशूर में 2014 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में केरल स्वास्थ्य विज्ञान विश्वविद्यालय, तृशूर द्वारा प्रदत्त होगी।)

नोट: 1. दी गई ऐसी मान्यता अधिसूचना जारी होने की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।

2. मान्यता के ‘नवीकरण’ की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।

3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/122/2019-एमई-1/एफटीएस-3206183]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 2nd May, 2019

S.O. 1553.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Kerala University of Health Sciences, Thrissur”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2)

(3)

“Master of Surgery (Oto-Rhino-Laryngology)”

MS (ENT)

(This shall be a recognized medical qualification when granted by Kerala University of Health Sciences, Thrissur in respect of students being trained at Government Medical College, Thrissur on or after 2014).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/122/2019-ME-I/FTS No. 3206183]

P. K. BANDYOPADHYAY, Under Secy.

नई दिल्ली, 2 मई, 2019

का.आ. 1554.—भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 11 की उप धारा(2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार, भारतीय आयुर्विज्ञान परिषद से परामर्श करके उक्त अधिनियम की प्रथम अनुसूची में, निम्नलिखित, और संशोधन करती है अर्थात:-

उक्त प्रथम अनुसूची में

I) ‘मान्यता प्राप्त आयुर्विज्ञान अर्हता’ शीर्षक के अधीन [जिसे इसके आगे कालम(2) कहा गया है] “चेट्टीनाद अकादमी ऑफ रिसर्च एंड एज्युकेशन(डीम्ड विश्वविद्यालय)” के सामने अंतिम प्रविष्टि के पश्चात और ‘पंजीकरण के लिए संक्षिप्तकरण’ [जिसे इसके आगे कालम (3) कहा गया है] से संबंधित प्रविष्टि के संबंध में निम्नलिखित अंतःस्थापित किया जाएगा. अर्थात्:—

(2)

(3)

“डॉक्टर ऑफ मेडिसिन (मेडिकल गेस्ट्रोएंटेरोलोजी)”

एमडी (मेडिकल गेस्ट्रोएंटेरोलोजी)

(यह एक मान्यता प्राप्त आयुर्विज्ञान अर्हता होगी जब यह चेट्टीनाद अस्पताल एंड रिसर्च इंस्टीट्यूट, कांचीपुरम में 2017 को या बाद में प्रशिक्षित किए गए छात्रों के संबंध में चेट्टीनाद अकादमी ऑफ रिसर्च एंड एज्युकेशन (डीम्ड विश्वविद्यालय) द्वारा प्रदत्त होगी।

नोट:

1. दी गई ऐसी मान्यता अधिसूचना की तारीख से अधिकतम 5 वर्ष के लिए होगी और उसके बाद इसका नवीकरण करवाना होगा।
2. मान्यता के 'नवीकरण' की प्रक्रिया वही होगी जो मान्यता प्रदान करने के लिए लागू होती है।
3. अपेक्षित मान्यता का समय से नवीकरण करवाने में विफल रहने पर, परिणामस्वरूप, निरपवाद रूप से, संबंधित स्नातकोत्तर कोर्स में प्रवेश बंद हो जाएगा।

[फा. सं. यू-12012/117/2019-एमई-1/एफटीएस नं. 3205817]

पी. के. बंदोपाध्याय, अवर सचिव

New Delhi, the 2nd May, 2019

S.O. 1554.—In exercise of the powers conferred by sub-section (2) of the section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:-

In the said Schedule :-

I) against “Chettinad Academy of Research and Education (Deemed University)”, under the heading ‘Recognized Medical Qualification’ [hereinafter referred to as column (2)], after the last entry and entry relating thereto under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:-

(2) “Doctor of Medicine (Medical Gastroenterology)”

(3) DM (Medical Gastroenterology)

(This shall be a recognized medical qualification when granted by Chettinad Academy of Research and Education (Deemed University) in respect of students being trained at Chettinad Hospital & Research Institute, Kancheepuram on or after 2017).

Note:

1. The recognition so granted shall be for a maximum period of 5 years from the date of notification, upon which it shall have to be renewed.
2. The procedure for ‘Renewal’ of recognition shall be same as applicable for the award for recognition.
3. Failure to seek timely renewal of recognition as required shall invariably result in stoppage of admission to the concerned Postgraduate Courses.

[F. No. U-12012/117/2019-ME-1/FTS No. 3205817]

P. K. BANDYOPADHYAY, Under Secy.

वस्त्र मंत्रालय

नई दिल्ली, 28 अगस्त, 2019

का.आ. 1555.—केंद्रीय रेशम बोर्ड अधिनियम, 1948 (1948 का 61) की धारा-8ग की उप-धारा (2) के खण्ड (क) तथा धारा-8ग की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्र सरकार केंद्रीय रेशमकीट बीज समिति के परामर्श के पश्चात्, यह राय है कि रेशमकीट बीज की गुणवत्ता को विनियमित करना आवश्यक और समीचीन है और इसलिए उक्त समिति की सिफारिशों पर रेशमकीट बीज की अधिसूचित किस्म अथवा प्रजातियों के न्यूनतम गुणवत्ता मानकों तथा शर्तों को निम्नानुसार अधिसूचित करती है:-

एनएन (VII): प्राधिकृत मलबरी बाइवोल्टाइन रेशमकीट हाइब्रिड

तालिका 1: मलबरी रेशमकीट हाइब्रिड बी.कोन.1x बी.कोन.4 के मानदंड

क्र.सं.	हाइब्रिड	राज्य/क्षेत्र/अंचल	रियरिंग के आंकड़े					
			प्रजनन क्षमता (संख्या)	अंडजोत्पत्ति (%)	उत्तरजीवित %	कोकून उपज/ 100 डीएफएलएस (किग्रा)	प्यूपीकरण दर (%)	कोकून की संख्या/किग्रा
1	बी.कोन.1x बी.कोन.4	पूर्वी एवं उत्तर-पश्चिमी क्षेत्र (पश्चिम बंगाल, ओडिशा, मणिपुर, मिजोरम, मेघालय, नागालैंड)	≥500	≥90	≥90	≥60	≥90	≥550

कोकून की प्रकृति					
कोकून का भार (ग्राम)	कवच का भार (सी.ग्राम)	कवच (%)	कोकून का आकार	कोकून का रंग	कोकून बीज
≥1.600	≥32.00	≥19	हल्के दबाव वाले डम्बैल	ऑफ व्हाइट	मध्यम

रीलिंग के आंकड़े					
फिलामेंट की लंबाई (मी)	फिलामेंट का भार (सी.ग्राम)	फिलामेंट का आकार (डी)	रीलिंग की क्षमता (%)	कच्ची रेशम (%)	स्वच्छता (प्वाइंट)
≥850	25.20	≥2.42	≥88	≥14.50	≥90

जनक:

तालिका 2 : बाइवोल्टाइन मलबरी रेशमकीट जनक बीज

क्र.सं.	नस्ल	प्रजनन क्षमता (संख्या)	अंडजोत्पत्ति (%)	उत्तरजीवित %	कोकून उपज/ 100 डीएफएलएस (किग्रा)	प्यूपीकरण दर (%)	कोकून की संख्या/किग्रा
1	बी.कोन.1	≥450	≥90	≥80	≥60	≥80	≥575

कोकून की प्रकृति					
कोकून का भार (ग्राम)	कवच का भार (सी.ग्राम)	कवच (%)	कोकून का आकार	कोकून का रंग	कोकून बीज
≥1.500	≥28.00	≥19	हल्के दबाव वाले डम्बैल	ऑफ व्हाइट	मध्यम

रीलिंग के आंकड़े					
फिलामेंट की लंबाई (मी)	फिलामेंट का भार (सी.ग्राम)	फिलामेंट का आकार (डी)	रीलिंग की क्षमता (%)	कच्ची रेशम (%)	स्वच्छता (प्वाइंट)
≥750	22.71	≥2.70	≥89	≥14.84	≥90

तालिका 3 : बाईवोल्टाइन मलबरी रेशमकीट जनक बीज

क्र.सं.	नस्ल	प्रजनन क्षमता (संख्या)	अंडजोत्पत्ति (%)	उत्तरजीवित %	कोकून उपज/ 100 डीएफएलएस (किग्रा)	प्यूपीकरण दर (%)	कोकून की संख्या/किग्रा
1	बी.कोन.4	≥450	≥90	≥80	≥60	≥85	≥580

कोकून की प्रकृति					
कोकून का भार (ग्राम)	कवच का भार (सी.ग्राम)	कवच (%)	कोकून का आकार	कोकून का रंग	कोकून बीज
≥1.550	≥30.00	≥19.00	हल्के दबाव वाले डम्बैल	ऑफ व्हाइट	मध्यम

रीलिंग के आंकड़े					
फिलामेंट की लंबाई (मी)	फिलामेंट का भार (सी.ग्राम)	फिलामेंट का आकार (डी)	रीलिंग की क्षमता (%)	कच्ची रेशम (%)	स्वच्छता (प्वाइंट)
≥740	22.25	≥2.7	≥88	≥14.32	≥90

एनएन (VIII): प्राधिकृत मलबरी बाईवोल्टाइन रेशमकीट डबल हाइब्रिड

तालिका 1: मलबरी बाईवोल्टाइन रेशमकीट डबल हाइब्रिड के मानदंड

क्र.सं.	हाइब्रिड	राज्य/क्षेत्र/अंचल	रियरिंग के आंकड़े						
			मौसम	प्रजनन क्षमता (संख्या)	अंडजोत्पत्ति (%)	उत्तरजीवित %	कोकून उपज/ 100 डीएफएलएस (किग्रा)	प्यूपीकरण दर (%)	कोकून की संख्या/किग्रा
1	जी11 x जी19 (जीईएन1 x 2सी) x (4एस x 4डी)	दक्षिण क्षेत्र अर्थात् कर्नाटक, आंध्र प्रदेश, तेलंगाना, तमिलनाडु, महाराष्ट्र	सभी मौसम	≥550	≥95.0	≥93.0	≥ 70.0	≥ 93.0	≥550

कोकून की प्रकृति					
कोकून का भार (ग्राम)	कवच का भार (सी.ग्राम)	कवच (%)	कोकून का आकार	कोकून का रंग	कोकून बीज
≥1.820	≥ 0.410	≥ 22.5	हाइब्रिड का आकार	ऑफ व्हाइट	मध्यम

रीलिंग के आंकड़े					
फिलामेंट की लंबाई (मी)	फिलामेंट का भार (सी.ग्राम)	फिलामेंट का आकार (डी)	रीलिंग की क्षमता (%)	कच्ची रेशम (%)	स्वच्छता (प्वाइंट)
≥ 975	≥ 31.6	≥ 2.96	≥82.0	≥17.8	≥94

जनक:

तालिका 2: बाइवोल्टाइन मलबरी रेशमकीट जनक बीज

रियरिंग आंकड़े:

क्र.सं.	नस्ल	आंकड़ों का स्रोत	प्रजनन क्षमता (संख्या)	अंडजोत्पत्ति (%)	उत्तरजीवित %	कोकून उपज/ 100 डीएफएलएस (किग्रा)	प्यूपीकरण दर (%)	कोकून की संख्या/किग्रा
1	जीईएन1 (ओवल)	सीएसआरएंडटीआई, मैसूर	≥ 535	≥90	≥92	≥62.0	≥ 92	≥580
2	2सी (ओवल)	सीएसआरएंडटीआई, मैसूर	≥ 530	≥90	≥92	≥62.0	≥92	≥580
3	4एस (डम्बैल)	सीएसआरएंडटीआई, मैसूर	≥ 500	≥90	≥90	≥ 60.0	≥90	≥600
4	4डी (डम्बैल)	सीएसआरएंडटीआई, मैसूर	≥ 480	≥90	≥90	≥60.0	≥90	≥600

रीलिंग आंकड़े:

क्र.सं.	नस्ल	आंकड़े का स्रोत	कोकून का भार (ग्राम)	कवच भार (सीजी)	कवच प्रतिशत (%)	फिलामेंट की लंबाई (मी)	फिलामेंट का भार (सीजी)	फिलामेंट की क्षमता (%)	क्षमता (%)	कच्ची रेशम (%)	स्वच्छता (प्वाइंट)
1	जीईएन1 (ओवल)	सीएसआरएंडटीआई, मैसूर	1.72	40.2	23.4	≥ 900	≥ 25.0	≥ 2.50	≥ 85	≥ 81.4	≥ 94
2	2सी (ओवल)	सीएसआरएंडटीआई, मैसूर	1.72	37.1	21.5	≥ 875	≥ 25.8	≥ 2.65	≥ 85	≥ 17.6	≥ 94

3	4एस (डम्बैल)	सीएसआरएंडटीआई, मैसूर	1.63	35.3	21.6	≥ 875	≥ 25.3	≥ 2.60	≥ 82	≥ 16.5	≥ 94
4	4डी (डम्बैल)	सीएसआरएंडटीआई, मैसूर	1.59	33.8	21.3	≥ 850	≥ 25.0	≥ 2.75	≥ 82	≥ 16.8	≥ 94

एएन (IX): प्राधिकृत मलबरी मल्टीवोल्टाइन एवं बाइवोल्टाइन रेशमकीट हाइब्रिड

तालिका 1: मलबरी रेशमकीट एम6डीपीसी X (एसके6 x एसके7) के मानदंड

क्र.सं.	हाइब्रिड	राज्य/क्षेत्र/अंचल	रियरिंग के आंकड़े					
			प्रजनन क्षमता (संख्या)	अंडजोत्पत्ति (%)	उत्तरजीवित %	कोकून उपज/ 100 डीएफएलएस (किग्रा)	प्यूपीकरण दर (%)	कोकून की संख्या/किग्रा
1	एम6 डीपीसी X (एसके 6 x एसके 7)	पूर्वी क्षेत्र एवं उत्तर पूर्वी क्षेत्र के राज्य अर्थात्, पश्चिम बंगाल, ओडिशा, झारखंड, बिहार, असम, अरुणाचल प्रदेश, मणिपुर, मेघालय, मिजोरम, नागालैंड, सिक्किम, त्रिपुरा	≥500	≥90	≥90	≥55	≥90	≥600

कोकून की प्रकृति					
कोकून का भार(ग्राम)	कवच का भार (सीजी)	कवच (%)	कोकून का आकार	कोकून का रंग	कोकून बीज
≥1.650	≥30.00	≥17.50	लंबा अंडाकार	सुनहरा पीला	मध्यम

रीलिंग के आंकड़े					
फिलामेंट की लंबाई (मी)	फिलामेंट का भार (सीजी)	फिलामेंट का आकार (डी)	रीलिंग क्षमता (%)	कच्ची रेशम (%)	स्वच्छता (प्वाइंट)
≥700	22.8	≥2.50	≥83	≥12.50	≥86

जनक:

तालिका 1: बाइवोल्टाइन मलबरी रेशमकीट जनक बीज

रियरिंग के आंकड़े:

क्र.सं.	नस्ल	प्रजनन क्षमता (संख्या)	अंडजोत्पत्ति (%)	उत्तरजीवित %	कोकून उपज/ 100 डीएफएलएस (किग्रा)	प्यूपीकरण दर (%)	कोकून की संख्या/किग्रा
1	एसके6 x SK7	≥450	≥90	≥80	≥55	≥80	≥580

कोकून की प्रकृति					
कोकून का भार (ग्राम)	कवच का भार (सीजी)	कवच (%)	कोकून का आकार	कोकून का रंग	कोकून बीज
≥1.450	≥28.00	≥18	डम्बैल	व्हाइट	मध्यम

रीलिंग के आंकड़े					
फिलामेंट की लंबाई (मी)	फिलामेंट का भार (सीजी)	फिलामेंट का आकार (डी)	रीलिंग क्षमता (%)	कच्ची रेशम (%)	स्वच्छता (प्वाइंट)
≥750	22.1	≥2.70	≥85	≥13.24	≥86

तालिका 2 : मल्टीवोल्टाइन मलबरी रेशमकीट जनक बीज

रियरिंग के आंकड़े:

क्र.सं.	नस्ल	प्रजनन क्षमता (संख्या)	अंडजोत्पत्ति (%)	उत्तरजीवित %	कोकून उपज/ 100 डीएफएलएस (किग्रा)	प्यूपीकरण दर (%)	कोकून की संख्या/किग्रा
1	एम6डीपीसी	≥400	≥90	≥90	≥35	≥85	≥850

कोकून की प्रकृति					
कोकून का भार(ग्राम)	कवच का भार (सीजी)	कवच (%)	कोकून का आकार	कोकून का रंग	कोकून बीज
≥1.250	≥19.00	≥15.00	स्पिंडल	पीला	मध्यम

रीलिंग के आंकड़े					
फिलामेंट की लंबाई (मी)	फिलामेंट का भार (सीजी)	फिलामेंट का आकार (डी)	रीलिंग क्षमता (%)	कच्ची रेशम (%)	स्वच्छता (प्वाइंट)
≥500	13.08	≥2.2	≥75	≥7.5	≥80

[फा. सं. 25017/12/2015-रेशम]

अनिल कुमार, अवर सचिव

MINISTRY OF TEXTILES

New Delhi, the 28th August, 2019

S.O. 1555.—In exercise of the powers conferred by sub-section (1) of section-8C and clause (a) of sub-section (2) of section-8C of the Central Silk Board Act, 1948 (61 of 1948), the Central Government after consultation with the Central Silkworm Seed Committee is of the opinion that it is necessary and expedient to regulate the quality of silkworm seed and therefore, on the recommendations of the said Committee notifies the minimum quality standards and conditions for notified kind or varieties of silkworm seed as follows:

AN (VII): Authorised Mulberry Bivoltine Silkworm hybrid**Table 1: Parameters of the mulberry silkworm hybrid B.Con.1x B.Con.4**

Sl. No.	Hybrid	States/ Regions/ zones	Rearing data					
			Fecundity (No)	Hatchability (%)	Survival %	Cocoon yield/ 100 dfls (kg)	Pupation rate (%)	No of cocoons/kg
1	B.Con.1x B.Con.4	Eastern and North-Eastern region (West Bengal, Odisha, Manipur, Mizoram, Meghalaya, Nagaland)	≥500	≥90	≥90	≥60	≥90	≥550

Cocoon characters					
Cocoon Weight (g)	Shell Weight (cg)	Shell (%)	Cocoon shape	Cocoon colour	Cocoon grain
≥1.600	≥32.00	≥19	Dumbbell with mild constriction	Off white	Medium

Reeling data					
Filament Length (m)	Filament Weight (cg)	Filament size (d)	Reelability (%)	Raw Silk (%)	Neatness (points)
≥850	25.20	≥2.42	≥88	≥14.50	≥90

Parents:**Table 2 : Bivoltine mulberry silkworm parent seed**

Sl.No	Race	Fecundity (No)	Hatchability (%)	Survival %	Cocoon yield/ 100 dfls (kg)	Pupation rate (%)	No of cocoons/kg
1	B.Con.1	≥450	≥90	≥80	≥60	≥80	≥575

Cocoon characters					
Cocoon Weight (g)	Shell Weight (cg)	Shell (%)	Cocoon shape	Cocoon colour	Cocoon grain
≥1.500	≥28.00	≥19	Mild constricted dumbbell shaped	Off white	Medium

Reeling data					
Filament Length (m)	Filament Weight (cg)	Filament size (d)	Reelability (%)	Raw Silk (%)	Neatness (points)
≥750	22.71	≥2.70	≥89	≥14.84	≥90

Table 3 : Bivoltine mulberry silkworm parent seed

Sl.No	Race	Fecundity (No)	Hatchability (%)	Survival %	Cocoon yield/ 100 dfls (kg)	Pupation rate (%)	No of cocoons/kg
1	B.Con.4	≥450	≥90	≥80	≥60	≥85	≥580

Cocoon characters					
Cocoon Weight (g)	Shell Weight (cg)	Shell (%)	Cocoon shape	Cocoon colour	Cocoon grain
≥1.550	≥30.00	≥19.00	Mild constricted dumbbell shaped	Off white	Medium

Reeling data					
Filament Length (m)	Filament Weight (cg)	Filament size (d)	Reelability (%)	Raw Silk (%)	Neatness (points)
≥740	22.25	≥2.7	≥88	≥14.32	≥90

AN (VIII): Authorised Mulberry Bivoltine Silkworm double hybrid**Table 1: Parameters of the Mulberry bivoltine silkworm double hybrid**

Sl. No.	Hybrid	States/ Regions/ zones	Rearing data						
			Season	Fecundity (No)	Hatchability (%)	Survival %	Cocoon yield/ 100 dfls (kg)	Pupation rate (%)	No of cocoons/kg
1	G11 x G19 (GEN1 x 2C) x (4S x 4D)	South Zone viz Karnataka, Andhra Pradesh, Telangana, Tamil Nadu and Maharashtra	All seasons	≥550	≥95.0	≥93.0	≥70.0	≥93.0	≥550

Cocoon characters					
Cocoon Weight (g)	Shell Weight (cg)	Shell (%)	Cocoon shape	Cocoon colour	Cocoon grain
≥1.820	≥0.410	≥22.5	Hybrid shape	White	Medium

Reeling data					
Filament Length (m)	Filament Weight (cg)	Filament size (d)	Reelability (%)	Raw Silk (%)	Neatness (points)
≥975	≥31.6	≥2.96	≥82.0	≥17.8	≥94

Parents:**Table 2: Bivoltine mulberry silkworm parent seed****Rearing data:**

Sl.No	Race	Data source	Fecundity (No)	Hatchability (%)	Survival %	Cocoon yield/ 100 dfls (kg)	Pupation rate (%)	No of cocoons/kg
1	Gen1 (Oval)	CSR&TI, Mysore	≥ 535	≥90	≥92	≥62.0	≥ 92	≥580
2	2C (Oval)	CSR&TI, Mysore	≥ 530	≥90	≥92	≥62.0	≥92	≥580
3	4S (Dumbbell)	CSR&TI, Mysore	≥ 500	≥90	≥90	≥ 60.0	≥90	≥600
4	4D (Dumbbell)	CSR&TI, Mysore	≥ 480	≥90	≥90	≥60.0	≥90	≥600

Reeling data:

Sl. No	Race	Data Source	Cocoon Weight (g)	Shell Weight (cg)	Sell percentage (%)	Filament length (m)	Filament weight (cg)	Filament Reelability (%)	Reelaility (%)	Raw silk (%)	Neatness (points)
1	GEN1 (Oval)	CSR&TI, Mysore	1.72	40.2	23.4	≥ 900	≥ 25.0	≥ 2.50	≥ 85	≥ 81.4	≥ 94
2	2C (Oval)	CSR&TI, Mysore	1.72	37.1	21.5	≥ 875	≥ 25.8	≥ 2.65	≥ 85	≥ 17.6	≥ 94
3	4S (Dumbbell)	CSR&TI, Mysore	1.63	35.3	21.6	≥ 875	≥ 25.3	≥ 2.60	≥ 82	≥ 16.5	≥ 94
4	4D (Dumbbell)	CSR&TI, Mysore	1.59	33.8	21.3	≥ 850	≥ 25.0	≥ 2.75	≥82	≥ 16.8	≥ 94

AN (IX): Authorised Mulberry Multivoltine & Bivoltine silkworm hybrid**Table 1: Parameters of the mulberry silkworm hybrid M6DPC X (SK6 x SK7)**

Sl. No.	Hybrid	States/ Regions/ zones	Rearing data					
			Fecundity (No)	Hatchability (%)	Survival %	Cocoon yield/ 100 dfls (kg)	Pupation rate (%)	No of cocoons/kg
1	M6DPC X (SK6 xSK7)	Eastern Zone & North Eastern Zone States viz., West Bengal, Odisha, Jharkhand, Bihar, Assam, Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura	≥500	≥90	≥90	≥55	≥90	≥600

Cocoon characters					
Cocoon Weight (g)	Shell Weight (cg)	Shell (%)	Cocoon shape	Cocoon colour	Cocoon grain
≥1.650	≥30.00	≥17.50	Elongated Oval	Golden Yellow	Medium

Reeling data					
Filament Length (m)	Filament Weight (cg)	Filament size (d)	Reelability (%)	Raw Silk (%)	Neatness (points)
≥700	22.8	≥2.50	≥83	≥12.50	≥86

Parents:**Table 1: Bivoltine mulberry silkworm parent seed****Rearing data:**

Sl.No	Race	Fecundity (No)	Hatchability (%)	Survival %	Cocoon yield/ 100 dfls (kg)	Pupation rate (%)	No of cocoons/kg
1	SK6 x SK7	≥450	≥90	≥80	≥55	≥80	≥580

Cocoon characters					
Cocoon Weight (g)	Shell Weight (cg)	Shell (%)	Cocoon shape	Cocoon colour	Cocoon grain
≥1.450	≥28.00	≥18	Dumbell	White	Medium

Reeling data					
Filament Length (m)	Filament Weight (cg)	Filament size (d)	Reelability (%)	Raw Silk (%)	Neatness (points)
≥750	22.1	≥2.70	≥85	≥13.24	≥86

Table 2 : Multivoltine mulberry silkworm parent seed**Rearing data:**

Sl.No	Race	Fecundity (No)	Hatchability (%)	Survival %	Cocoon yield/ 100 dfls (kg)	Pupation rate (%)	No of cocoons/kg
1	M6DPC	≥400	≥90	≥90	≥35	≥85	≥850

Cocoon characters					
Cocoon Weight (g)	Shell Weight (cg)	Shell (%)	Cocoon shape	Cocoon colour	Cocoon grain
≥1.250	≥19.00	≥15.00	Spindle	Yellow	Medium

Reeling data					
Filament Length (m)	Filament Weight (cg)	Filament size (d)	Reelability (%)	Raw Silk (%)	Neatness (points)
≥500	13.08	≥2.2	≥75	≥7.5	≥80

[F. No. 25017/12/2015-Silk]

ANIL KUMAR, Under Secy.

वाणिज्य एवं उद्योग मंत्रालय**(वाणिज्य विभाग)**

नई दिल्ली, 3 जून, 2019

का. आ. 1556.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में वाणिज्य विभाग के अंतर्गत आने वाले गवर्नमेंट ई-मार्केट प्लेस (जेम) कार्यालय को अधिसूचित करती है, जिनके 80 प्रतिशत अधिकारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है :-

गवर्नमेंट ई – मार्केट प्लेस (जेम)

जीवन भारती बिल्डिंग

तीसरा तल,

नई दिल्ली – 110001

[फा. सं. ई-11012/2/2019-हिंदी]

हरीश कुमार शर्मा, अपर महानिदेशक (पूर्ति)

MINISTRY OF COMMERCE AND INDUSTRY**(Department of Commerce)**

New Delhi, the 3rd June, 2019

S. O. 1556.—In pursuance of the sub-rule (4) of the rule 10 of the Official Language (Use for Official Purposes of Union) rules, 1976, The Central Govt. hereby notifies Government E-Market place (Gem) under the Department of Commerce, whereof 80% the Staff have acquired a working knowledge of Hindi: -

1. Government E-market place (GEM)
Jeevan Bharti Building
Third Floor
New Delhi – 110001

[F. No. E-11012/2/2019-Hindi]

HARISH KUMAR SHARMA, Addl. Director General (Supply)

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 19 अगस्त, 2019

का.आ. 1557.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आयुक्त, नगरपालिका परिषद, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 08/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुए थे।

[सं. एल-42011/118/2016-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENTNew Delhi, the 19th August, 2019

S.O. 1557.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 08/2017) of the Central Government Industrial Tribunal-cum-Labour Court-1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commissioner, New Delhi Municipal Council, New Delhi & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L- 42011/118/2016-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 1: DELHI****ID No. 8/2017**

Shri Jagdish Kumar S/o Late Shri Kishan Chand

Through

The General Secretary,
Municipal Employees Union, Aggarwal Bhawan,
GT Road, Tiz Hazari,
Delhi – 110 054

...Workman

Versus

The Commissioner,
New Delhi Municipal Council,
Palika Kendra,
Parliament Street,
New Delhi - 110 001

...Management

AWARD

A reference was received from Ministry of Labour and Employment vide Order No.L-42011/118/2016-IR(DU) dated 12.01.2017 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

“Whether the action of the management of New Delhi Municipal Corporation in regularizing Shri Jagdish Kumar S/o late Shri Kishan Chand with effect from 02.01.2007 instead of June 2001 is fair and legal? If not, to what relief the workman is entitled to and from which date?”

2. Claim statement was filed on behalf of the claimant averring therein that the claimant joined the management as Khalasi/Assistant Line Mate on temporary muster roll with effect from 23.08.1991 though he was appointed against a job of permanent nature. His counterparts were paid salary in proper pay scale and allowances. As per the practice and various resolutions of the management, the claimant was supposed to be taken as RMR employee on completion of 500 days, which the claimant completed in June 1995 but he was taken as RMR employee only with effect from 11.06.002. Further when an RMR employee completes six years, the management is required to regularize the employee. In the instant case, though the claimant had completed 500 days in June 1995 and six years thereafter in June 2001, but the claimant was regularized only with effect from 02.01.2007. Thus, the action of the management is illegal, bad, unjust and malafide. Payment of lesser wages than those doing identical work amounts to unfair labour practice as provided in Section 2(R) read with Item No.10 of the Fifth Schedule and read with 35-T punishable under Section 25-U of the Act, violative of Article 14, 16 and 39(d) of the Constitution of India and exploitation of labour. Management has neither framed any rules or regulation nor has it got passed from UPSC or notified in the official Gazette. Management, further, does not have any certified Standing Orders governing the working conditions of workers engaged on muster roll/part-time/seasonal workers. Hence, the Model Standing Orders framed under the Industrial Employment (Standing Orders) Act, 1946 are applicable. Demand notice was served on the management on 24.07.2015 to which the management had not replied to the same. Finally, it has been prayed that the management be prevailed upon to regularize the services of the claimant on the post of Assistant Line Mate with retrospective effect from June 2001 alongwith all arrears and consequential benefits.

3. Claim was demurred by the management taking various preliminary objections, inter alia that the reference has been made mechanically, claim being stale and being barred under Section 2(j) and 2(s) of the Act as management is neither an 'industry' nor is the claimant a 'workman' as defined under the Act. Further it is also alleged that the claim is not supported by documents or witnesses. The dispute has also not been espoused by the Union. Management has denied the remaining material averments contained in the statement of claim.

4. Rejoinder was filed on behalf of the workman, wherein the averments contained in the statement of claim were reiterated and the averments contained in the statement of defence were denied.

5. Based on the pleadings of the parties, following issues were framed:

- (i) Whether reference is not legally maintainable in view of the preliminary objections?
- (ii) In terms of reference.

6. Workman in support of his case examined himself as WW1 and tendered in evidence his affidavit Ex.WW1/A and relied on documents Ex.WW1/1 to Ex.WW1/12. Thereafter matter was listed for evidence of the management.

7. In the meanwhile, it was stated by Shri M.S. Rawat, learned A/R for the management that management is ready and willing to regularize the services of the claimant with effect from 01.09.2001 with all consequential benefits. Statement of Shri Kamal Rai, Deputy Director, New Delhi Municipal Council was recorded to this effect on 31.01.2019. Management, vide office order dated 15.02.2019, regularized the services of Shri Jagdish Kumar with effect from 01.09.2001 with all consequential benefits. However, despite affording several opportunities for payment of arrears to the claimant, i.e. on 28.02.2019, 28.03.2019, 25.04.2019, 30.05.2019 and 04.07.2019, management failed to make payment of arrears to the claimant on one pretext or the other.

8. In view of the forgoing, management is directed to release payment of arrears to Shri Jagdish Kumar, the claimant herein, consequent to his regularization on 01.09.2001. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. C. DOGRA, Presiding Officer

Dated : August 6, 2019

नई दिल्ली, 19 अगस्त, 2019

का.आ. 1558.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अशोक होटल, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, नई दिल्ली के पंचाट (संदर्भ संख्या 23/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 19th August, 2019

S.O. 1558.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 23/2017) of the Central Government Industrial Tribunal-cum-Labour Court-1 New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Ashok Hotel, New Delhi & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, NEW DELHI****ID No. 23/2017**

Shri Rajamanickam S/o. Shri Parma Shivam,
 Represented by Shri S.S._Upadhyay,
 President of Ashok Hotel Mazdoor Janta Union,
 C-47 Staff Quarters, Ashok Hotel,
 50-B, Chankyapuri, New Delhi.

...Workman/Claimant

Versus

The Management of Ashok Hotel,
 50-B, Chankyapuri,
 New Delhi -21.

...Management

AWARD

This Award shall dispose of a claim petition directly filed by the workman/claimant Shri Rajamanickam under Section 2-A of the Industrial Disputes Act, 1947 (in short the Act) with the averments that the workman was working with the Management of Ashok Hotel w.e.f. 1st March, 2016 as a South Indian Cook and was posted in Room Service kitchen of Ashok Hotel. It is pleaded that the Management of Ashok Hotel –i.e.the Ex-Chief appointed the claimant verbally after taking proper interview and test. The Management rather than paying salary directly to the claimant, started paying the same through contractor M/s Lion Manpower Solution. The applicant worked throughout the year from March, 2016 till he was removed/refused from duty w.e.f. 5/11/2016. The claimant worked 8 hours a day in the shift duty as per order of Ex Chef posted in the Room Service Kitchen of Ashok Hotel and Ex-Chef of the Hotel used to assign and supervise his job which was of perennial nature. It is also pleaded that the claimant completed 240 days in the year 2016 from 1/1/2016 to 5/11/2016 and while removing him from service, the Management did not give him any notice or notice pay and as such violated the provisions of Section 25-F of the Act. It is further pleaded that Shri Amit Wahedra with the connivance of contractor M/s Lion Manpower wrote a letter dated 11/8/2016 and 9/11/2015 for taking action of removal against the claimant. Regarding illegal removal from duty, the claimant sent a letter to the General Manager of Ashok Hotel on 9/11/2016 but to no response. The claimant was Member of the Ashok Hotel Mazdoor Janta Union who took up his case with the Labour Department, Central Government but to no avail and as such, the said department issued a certificate dated 13/1/2017. The claimant is unemployed and facing great financial problem. Prayer has been made for reinstatement of the workman with continuity of services and full back wages.

2- The claim petition has been resisted by the Management who filed its written statement and took preliminary objections inter-alia that there does not exist relationship of employer-employee between the Management and the claimant, as the claimant was never engaged or recruited by the Management. Management was not responsible for terminating the services of the claimant. The claimant was the employee of M/s Lion Mankpower Solutions Pvt. Ltd. As such, the claim petition is not maintainable. Each and every allegations of the claimant have been denied. Prayer has been made for dismissal of the claim petition.

4- On the pleadings of the parties, following issues were framed on 9/3/2018 :-

- 1) Whether the claim is not legally maintainable in view of the preliminary objections ?
- 2) As in terms of reference (sic. statement of claim) ?
- 3) Relief.

5- In support of his case, the claimant examined himself as WW1 and tendered his evidence by way of affidavit Ex.WW1/A and relied on the documents Ex.WW1/1 to Ex.WW1/8. It would not be out of place to mention here that the Management opted not to participate in the proceedings and as such, matter was proceeded ex parte against the Management vide order dated 29/5/2018. The Management neither cross examined the claimant WW1, nor adduced any evidence in rebuttal.

6- I have heard Shri S.S.Upadhyay, A/R for the claimant and have gone through the records carefully. My findings on the above issues are as follows.

Issue No.1 to 3 :-

7. All these issues are being taken up together as they can be disposed of by common discussion.
8. Onus was upon the claimant to prove relationship of employee-employer between him and the Management of Ashok Hotel.
9. Excepting for the bald statement that he worked with the Management of Ashok Hotel w.e.f. 1st March, 2016 as a South Indian Cook and was posted in Room Service kitchen of Ashok Hotel, and further that the Management of Ex-Chief of Ashok Hotel appointed the claimant verbally after taking proper interview and test, the claimant has not filed on record any documentary evidence to substantiate his version that he was the employee of the Management. The claimant himself has filed and relied on number of documents. WW1/1 (colly.) are the copies of the pay slips of the claimant for the months from March, 2016 to August, 2016, perusal of which shows that the name of the employer issuing the pay-slips is M/s Lion Manpower Solutions Pvt. Ltd. , Plot No.10, 3rd Floor 15-C, B-1 Vasant Kunj, New Delhi. Perusal of the same also shows that wages/salary used to be paid to the claimant after deduction of PF and ESI contributions. Document Ex.WW1/2 is the copy of the passbook of the claimant holding his bank account with SBI, Trilokpuri Branch, Delhi and the credit entries of NIFT made on 12/4/2016, 13/5/2016, 13/6/2016 and 12/7/2016, 14/7/2016, 11/8/2016 clearly depict that ECS towards wages/salary of the claimant was made by M/s Lion Manpower. Documents Ex.WW1/3 and Ex.WW1/4 neither pertain to the claimant, nor pertain to the year 2016 during which the claimant allegedly worked with the Management through contractor, rather the same shows that the Management of Ashok Hotel had sent communications dated 28/7/2008, 26/8/2008 and 3/11/2008 to M/s Recruitment Bureau regarding deployment of manpower. WW1/5 is the copy of Certified Standing Orders of Ashok Hotel, New Delhi and this is also of no help to the case of the claimant. WW1/6 is the copy of the letter dated 9-11-2016 which the claimant had sent to the Management praying that Mr. Gaurav –Chief or the other concerned Officer be advised to allow him to perform his duty. In this very letter he himself has mentioned that he had received a letter dated 1/1/2016 of M/s Lion Manpower Solutions Pvt. Ltd. on 8/11/2016 issuing warning to him for improvement of his conduct . Document Ex.WW1/7 (colly.) which are letters dated 11/8/2016 and 9/11/2016 issued by the Manager (HR) of Ashok Hotel to M/s Lion Manpower Solutions Pvt. Ltd. goes to show that the claimant was the employee of M/s Lion Manpower Solutions Pvt. Ltd. but was deployed as a Cook at Ashok Hotel of the Management herein.
10. It is fairly settled that if the contract is for supply of labour, necessarily the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor. The control test and organization test are also the factors which can be said to be decisive. With a view to elicit the answer, the Court/Tribunal is required to consider several factors vis-a-vis- who is the appointing authority, who is a paymaster, who can dismiss; how long alternative service lasts, the extent & control of supervision; the nature of the job – professional or skilled work etc. etc, which would have a bearing on the result. To this view I am fortified by the decisions of the Apex Court in **Workman Vs. Coates of India Ltd. (2004) 3 SCC 547; Haldia Refinery Canteen Employees Union Vs. Indian Oil Corporation Ltd;(2005) SCC 51; Balwant Rai Saluja Vs. Air India Ltd (2014) 9 SCC 407; Ram Singh Vs. Union Territory, Chandigarh (2004) 1 SCC 126; Workman of Nilgiri Coop Marketing Society Vs. State of Tamilnadu (2004) 3 SCC 4514; Union of India and another Vs. Aryulmozhi Iniarasu and others (2011) 9 SCR 1.**
- 11- It is evident from the documents Ex.WW1/1 and Ex.WW1/2 as referred to above that wages/salary to the claimant used to be paid by the contractor M/s Lion Manpower Solutions Pvt. Ltd. and deductions towards PF contribution and ESI have been deducted from his wages/salary by the contractor. There is nothing on record to suggest that services of the claimant were terminated by the Management of Ashok Hotel, as was alleged by the claimant. On the contrary, perusal of the letters Ex.WW1/7 (colly.) shows that the Management of Ashok Hotel had complained to the contractor M/s Lion Manpower Solution Pvt. Ltd. regarding the punctuality and behaviour of the claimant. Once the salary/wages as well as benefits of PF and ESI were provided to the claimant by M/s Lion Manpower Solutions Pvt. Ltd. as is evident from documents Ex.WW1/1 and Ex.WW1/2 and on the complaints of the Management of Ashok Hotel vide its letter Ex.WW1/7, the contractor M/s Lion Manpower Solutions Pvt. Ltd had terminated the services of the claimant, this Tribunal has no hesitation to hold that the claimant was the employee of M/s Lion Manpower Solutions Pvt. Ltd. and that there does not exist relationship of employee & employer between the claimant and Management of Ashok Hotel.
12. It is not the case of the claimant herein that the contract between the Management of Ashok Hotel and M/s Lion Manpower Solutions Pvt. Ltd. was sham and bogus. M/s. Lion Manpower Solutions Pvt. Ltd. who was the employer of the claimant herein and was the contractor of the Management of Ashok Hotel, has not been arrayed as a party to the statement of claim and no relief against M/s Lion Manpower Solution Pvt. Ltd. has been claimed by the claimant, for the reasons best known to him. This is despite the fact that before the Conciliation Officer, the claimant had raised an industrial dispute against the Management of Ashok Hotel as well as against M/s Lion Manpower Pvt. Ltd., which fact is so mentioned in the certificate dated 13/1/2017 issued under Section 2-A(2) of the Act by the Office of Deputy Chief Labour Commissioner, Parliament Street, New Delhi and the said certificate is now marked as Ex.,C-1 (for ready reference).

13. It would not be out of place to mention here that it has become trend by the Union/s not to implead the contractor and to seek relief of reinstatement with full back wages against the principal employer, despite the fact that they were engaged by the contractor and were subsequently deployed with the principal employer for completion of project or for providing manual services.

14. As already held, there does not exist relationship of employee & employer between the claimant and Management of Ashok Hotel. Merely because the Management of Ashok Hotel had sent communication/s to the contractor M/s Lion Manpower Solutions Pvt. Ltd. regarding the conduct and behavior of the claimant, it would be improper to conclude that services of the claimant were terminated by the Management of Ashok Hotel. As such, the claim of the claimant that his services were illegally terminated by the Management of Ashok Hotel in violation of the provisions of Section 25-F of the Act or that he is entitled to get reinstatement into service with full back wages, is not tenable.

15. Having regard to the facts and circumstances of the case as discussed hereinabove, this Tribunal is constrained to hold that the claim filed by the claimant is without any merits and that he is not entitled to get any relief whatsoever as claimed. Award is passed accordingly.

Date : 06.08.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 19 अगस्त, 2019

का.आ. 1559.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आयुक्त, दक्षिणी दिल्ली नगर निगम, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 53/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुए थे।

[सं. एल-42011/121/2016-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 19th August, 2019

S.O. 1559.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2017) of the Central Government Industrial Tribunal-cum-Labour Court -1, New Delhi as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commissioner, South Delhi Municipal Corporation, New Delhi & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L-42011/121/2016-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, DELHI

ID No. 53/2017

Shri Prem Singh S/o Shri Ranjeet Singh, represented by
Room No.95, Barrack No.1/10,
Jam Nagar House, Shah Jahan Road,
New Delhi

Versus

The Commissioner,
South Delhi Municipal Corporation,
9th Floor, Civic Centre, Minto Road,
New Delhi 110 002

...Workman

...Management

AWARD

Reference under Section 10 sub section (2A) of the Industrial Disputes Act, 1947(in short the Act) was received from the Central Government, Ministry of Labour and Employment vide it orders No.L-42011/121/2016-IR(DU) dated 02.03.2017 for adjudication of the industrial dispute with the following terms:

‘Whether the workman Shri Prem Singh S/o Shri Ranjeet Singh is entitled for the pay scale of Rs.3053-4590 revised from time to time, i.e. of Garden Choudhary from 16.11.1999 till 03.09.2014? If not, then what relief the workman is entitled to?’

2. Both the parties were put to notice and the workman Shri Ashok Kumar filed his statement of claim, wherein it is alleged that initially he was appointed as mali with effect from 01.04.1988 and was allowed to perform work of Chaudhary with effect from 16.11.1999 by the competent officers of Horticulture Department under Shahdara South Zone. He has been working continuously working in Shahdara Sough Zone, East Delhi Municipal Corporation, and he is presently working in Central Zone, Lajpat Nagar under South Delhi Municipal Corporation, since 17.06.2000. Presently, he is working with Central zone of Horticulture Department. However, he has been denied pay scale of Chaudhary, revised from time to time. No qualification is prescribed for promotion to the post of Garden Chaudhary. Management has fixed different pay scales to their employees including mali, Chaudhary etc. in accordance to their job and non grant of proper pay scale of Chaudhary to the workman is forced labour and management is indulging in unfair labour practice. The workman has got payment of salary in the lower pay scale of mali, i.e. Rs.2550-3200 revised from time to time and has been denied the scale of Chaudhary, i.e. Rs.3050-4590 for his performing the duty of Chaudhary with effect from 16.11.1999. Action of the management is alleged to be illegal & unjustified and against the policy of equal pay for equal work. There is also reference to the judgment of Division Bench of High Court of Delhi in the matter of Municipal Corporation of Delhi vs. Sultan Singh wherein also plea of the MCD regarding non-payment of wages of Chaudhary to malis who are doing working of Chaudhary, was turned down by the Hon’ble High Court in judgement dated 27.07.2011.

3. Similarly situated workmen who were performing duty of Chaudhary were granted pay scale of Chaudhary from the date when they were asked to perform duty on the higher post. Management challenged the order dated 27.07.2011 of Hon’ble Division Bench of High Court of Delhi in WP(C) No.7947/2010 in the matter of MCD Vs. Sultan Singh & others before Hon’ble Supreme court of India by Special Leave to Appeal (C) Nos.20069/2011 and the said Special Leave Petition has been dismissed and withdrawn on 09.04.2012. In spite of this, management did not comply with the order of payment of higher post of salary to the malis who were discharging duties of choudhary. The Hon’ble Division Bench of Delhi High Court in WP(C) No.5453/2012 titled Sultan Singh vided its order dated 15.03.2013 directed the management to pay the wages of higher post. In response to this order, management allowed equal pay for equal work attached to the post of choudhary. Hence the action of the management in not granting pay scale and status of choudhary with effect from 16.11.1999 is unfair and illegal. Finally it has been prayed that the workman be granted pay scale of choudhary from 16.11.1999 to 03.09.2014 alongwith all consequential benefits.

4. Claim was demurred by the management taking various preliminary objections, inter alia that the present dispute not being an industrial dispute as no demand notice has been served upon the management, claim being misconceived, stale etc. On merits, management has admitted the factum of engagement of the claimant as mali on 01.04.1988 and promotion to the post of Garden Chaoudhary with effect from 03.09.2014. The management has denied the remaining material facts contained in the statement of claim. Finally, it is prayed that the claim petition may be dismissed.

5. From the pleadings of the parties, vide a order dated 05.05.2016, following issues were framed:

- (i) Whether the reference is not legally maintainable in view of the preliminary objections?
- (ii) In terms of reference

6. Claimant in order to prove his case against the management examined himself as WW1 and tendered in evidence his affidavit Ex.WW1/A. He also relied on documents Ex.WW1/1 and Ex.WW1/5. Management, in order to rebut the case of the claimant examined Shri Sahender Pal Singh Singh, Assistant Director(Horticulture) as MW1, who tendered in evidence his affidavit Ex.MW1/A and also relied on document Ex.MW1/1.

7. I have heard Shri B.K. Prasad, A/R for the claimant and Ms.Savita Chauhan, A/R for the management.

Findings on Issue No.(i)

8. It is clear from the preliminary objections taken in the written statement by the management that the management has raised objection that no demand notice has been served upon the management nor the MCD General Mazdoor Union has any locus standi to raise the present dispute as the union is not a recognized union of the management. To my mind, there is no requirement of law that a dispute can be raised only by a recognized union. In this regard, it is appropriate to refer to the judgement of the Hon’ble Apex Court in the case of State of Bihar Vs. Kripa

Shankar Jaiswal (AIR 1961 (2) SC Report 1) wherein also objection was taken on behalf of the management that the union was not a registered under the Trade Union Act on the date of the settlement and said plea was rejected by observing as under:

‘Held, that for a dispute to constitute an industrial dispute it is not a requisite condition that it should be sponsored by a recognized union or that all the workmen of an industrial establishment should be parties to it. A settlement arrived at in course of conciliation proceedings falls within [Section 18\(3\)\(a\)](#) and (d) of the [Industrial Disputes Act](#) and as such binds all the workmen though an unregistered union or only some of workmen may have raised the dispute. The absence of notice under [Section 11\(2\)](#) by the Conciliation Officer does not affect the jurisdiction of the conciliation officer and its only purpose is to apprise the establishment that the person who is coming is the conciliation officer and not a stranger. Any contravention of [Section 12\(6\)](#) in not submitting the report within 14 days may be a breach of duty on the part of the conciliation officer ; it does not affect the legality of the proceedings which terminated as provided in [Section 20\(2\)](#) of the Act.

9. Equally merit-less is the plea taken by the management that the present dispute is not sponsored or espoused by substantial number of workmen. It is fairly settled position in law that even non-espousal of a case by the union would not deprive the workman of the relief to which the workman is otherwise entitled under the law. Such view appears to have been taken in the case of *Nazrul Hassan Siddiqui vs. Presiding Officer, Industrial cum Labour Court Bombay* (1997) Lab.I.C. 1807. In the above cited case also contention was raised by the management that the dispute does not fall within the definition of ‘industrial dispute’ and the same has not been referred or supported by substantial section of workmen. High Court rejected the plea of the management by placing reliance upon the decision of the Hon’ble Supreme Court in the case of *Associated Cement Companies Ltd.* (AIR 1960 SC 777), which it was observed as under:

‘We have already noticed that an industrial dispute can be raised by a group of workmen or by a union even though neither of them represent the majority of the workmen concerned; in other words, the majority rule on which the appellant’s construction of Section 19(6) is based is inapplicable in the matter of the reference under Section 10 of the Act. Even a minority group of workmen can make a demand and thereby raise an industrial dispute which in a proper case would be referred or adjudication under Section 20.’

10. In view of the ratio of the judgement discussed above, it is clear that espousal of a dispute by the union is not sine qua non for adjudication of such dispute in terms of Section 10 of the Act.

11. Admittedly, in the present case, reference has been made under Section 10 sub Section (2A) of the Act for adjudication. It is now well settled position in law that when a reference has been made for adjudication to the Tribunal or Labour Court, as the case may be, it is paramount duty of the court to decide the same on merits, irrespective of the pleas taken by the management. The dispute in the case in hand cannot be said to be stale for the simple reason that there is no previous adjudication of the matter between the parties from a competent court nor that there is inordinate delay in approaching this Tribunal by the workman.

12. It has been held by the Hon’ble Apex Court in the case of *Raghubir Singh vs. General Manager* (2014) Lab.I.C. 4266 - (2014) 10 SCC 301 that a reference for adjudication to the Industrial Tribunal can be made by the appropriate Government at any time and provisions of Limitation Act does not apply. There are clear observations in the above judgement that industrial dispute is to be decided by the Tribunal or Labour Court on merits, irrespective of the pleadings on limits. Therefore, ratio of law in the case of ‘*Nedungadi Bank Limited Vs. K.P. Madhavankutty & ors*’ (supra) and *State Co-op Land Development Bank Vs. Neelam* (supra) is not applicable to the case in hand as there is no inordinate delay nor workman is guilty of delay and laches in approaching the court. Consequently, this issue is decided in favour of the workman and against the management.

Findings on Issue No.(ii)

13. Now, the main issue which requires determination in the case in hand is whether the workman herein is entitled for grant of pay scale of 3050-4590 as revised from time to time alongwith consequential benefits for the period 16.11.1999 till 03.09.2014. It is clear from pleadings of the parties that initially the workman herein was appointed as mali on 01.04.1988 and was later on promoted to the post of Garden Choudhary on 04.09.2014. This fact has been admitted even by the management in para 3 of the preliminary objections as well as in para 4 of Ex.MW1/A.

14. There is also evidence on record that the workman herein was performing duty as officiating Chaudhary. It is clear from perusal of order dated 16.11.1999 that services of the workman Shri Prem Singh was deputed to work at SLF site Mandawali to supervise the work of muster beldar and his designation has been mentioned as ‘Mali (working as Choudhary)’. Claimant, in order to prove his case, has tendered in evidence his affidavit Ex.WW1/A, wherein material averments contained in statement of claim has been reiterated. It is specifically alleged in the affidavit that he was doing work of acting Chaudhary with effect from 16.11.1999.

15. Similarly situated other workers who were performing duties of Chaudhary, i.e. acting Chaudhary have been granted pay scale of Garden Chaudhary after judgement dated 27.07.2011 rendered by the Hon'ble High Court in the case of MCD vs. Sultan Singh as well as MCD vs. Mahipal(WP 5550 of 2010). Operating portion of the judgement in Sultan Singh (supra) of the Hon'ble Division Bench is as under:

“28. Considering the entire facts and circumstances it is apparent that the claim of the respondents have always been that they should be paid the difference in pay of Mali/Chowkidar and the Garden Chaudhary as they were made to work on the post of Garden Chaudhary whereas the petitioner had first denied that they worked as Garden Chaudharies, then took the plea that the Assistant Director (Horticulture) was not competent to ask the respondents to work as Garden Chaudharies and that the respondents cannot be appointed to the post of Garden Chaudharies in accordance with the recruitment rules. There is no doubt that respondents are not claiming appointment to the post of Garden Chaudharies on account of having worked on ad-hoc basis on the post of Garden Chaudhary contrary to rules or that some of them not having the requisite qualifications are entitled for relaxation.

29. In the entirety of facts and circumstances therefore, the learned counsel for the petitioner has failed to make out any such grounds which will impel this Court to exercise its jurisdiction under Article 226 of the Constitution to set aside the orders of the Tribunal dated 29th January, 2010 and 7th October, 2010 as no illegality or un- sustainability or perversity in the orders of the Tribunal has been made out.

30. The writ petition is, therefore, dismissed. Parties are left to bear their own cost.”

16. It is further clear that SLP was also filed by MCD before the Hon'ble Apex Court by special leave application No. S20069/2011 MCD vs. Sultan Singh and others which was also dismissed as withdrawn vide order dated 09.04.2012. It was clarified that since the workmen were discharging duties to the post of Garden Chaudhary, as such, workmen were entitled for the salary of Garden Chaudhary and competent authority need not look into anything else except the fact that the workman had worked as Garden Chaudhary. .

17. It is not out of place to mention here that even if the claimant herein was not a party in Sultan Singh case referred above, judgement of the Hon'ble High Court is binding on the management and management is required to implement the same in letter and spirit and the same is judgement in rem, and all similarly situated workmen are required to be accorded the benefit of the said judgement of the Hon'ble High Court, which have become final. There is no question of even plea of delay and laches when management had not led any evidence to prove the same. The Hon'ble High Court has decided an abstract proposition of law, i.e. a mali who is performing duty as officiating/acting Chaudhary is entitled to the salary/wages of Chaudhary. Law is fairly settled that if a person is working on a higher post, on adhoc or temporary basis, even such workman is entitled to salary/wages of higher post, unless rules or regulations specifically provides otherwise. I find support to this view from Secretary vs. Lieutenant Governor Port Blair (1998 Lab.I.C. 598), yet in another case, Hon'ble Apex Court while considering that question of grant of benefits to similarly situated employees who were not party to the writ petition or lis in the case of State of Uttar Pradesh vs. Arvind Kumar Srivastava (2015) 1 SCC 347 observed as under:

“The moot question which requires determination is as to whether in the given case, approach of the Tribunal and the High Court was correct in extending the benefit of earlier judgment of the Tribunal, which had attained finality as it was affirmed till the Supreme Court. The legal principles that can be culled from the judgments, cited both by the appellants as well as the respondents, can be summed up as under:

- (1) Normal rule is that when a particular set of employees is given relief by the Court, all other identically situated persons need to be treated alike by extending that benefit. Not doing so would amount to discrimination and would be violative of [Article 14](#) of the Constitution of India. This principle needs to be applied in service matters more emphatically as the service jurisprudence evolved by this Court from time to time postulates that all similarly situated persons should be treated similarly. Therefore, the normal rule would be that merely because other similarly situated persons did not approach the Court earlier, they are not to be treated differently.
- (2) However, this principle is subject to well recognized exceptions in the form of laches and delays as well as acquiescence. Those persons who did not challenge the wrongful action in their cases and acquiesced into the same and woke up after long delay only because of the reason that their counterparts who had approached the Court earlier in time succeeded in their efforts, then such employees cannot claim that the benefit of the judgment rendered in the case of similarly situated persons be extended to them. They would be treated as fence-sitters and laches and delays, and/or the acquiescence, would be a valid ground to dismiss their claim.
- (3) However, this exception may not apply in those cases where the judgment pronounced by the Court was judgment in rem with intention to give benefit to all similarly situated persons, whether they approached the Court or not. With such a pronouncement the obligation is cast upon the authorities to itself extend the benefit thereof to all similarly situated person. Such a situation can occur when the subject matter of the

decision touches upon the policy matters, like scheme of regularization and the like (see [K.C. Sharma & Ors. v. Union of India](#) (supra)). On the other hand, if the judgment of the Court was in personam holding that benefit of the said judgment shall accrue to the parties before the Court and such an intention is stated expressly in the judgment or it can be impliedly found out from the tenor and language of the judgment, those who want to get the benefit of the said judgment extended to them shall have to satisfy that their petition does not suffer from either laches and delays or acquiescence.”

18. In view of the discussions made herein above, it is held that the workman herein, Shri Prem Singh is entitled to the pay scale of Garden Chaudhary with effect from 03.09.2014 and as a corollary, management is liable pay the difference of wages of mali vis-a-vis Garden Chaudhary from the date when the workman herein was performing duties and functions of Garden Chaudhary till the date he was promoted as Garden Chaudhary, i.e. from 16.11.1999 to 03.09.2014. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. C. DOGRA, Presiding Officer

Date : 07.08.2019

नई दिल्ली, 19 अगस्त, 2019

का.आ.1560.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अध्यक्ष, एनडीएमसी, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 141/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 19th August, 2019

S.O. 1560.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 141/2017) of the Central Government Industrial Tribunal-cum-Labour Court New Delhi - 1 as shown in the Annexure, in the Industrial dispute between the employers in relation to The Chairman, NDMC, New Delhi & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, NEW DELHI

DID No. 141/2017

Shri Chahan Pal Singh S/o. Shri Nirman Singh
r/o. A-T/67/21, East Gokulpuri,
Delhi 110094.

...Workman

Versus

The Chairman,
M/s. NDMC, Palika Kendra,
New Delhi 110001.

... Management

AWARD

This is a claim filed directly by the Workman/claimant Shri Chahan Pal Singh under Section 2(A) of the Industrial Disputes Act (hereinafter referred to as “the Act”), with the averments that workman was employed with the Management as a Beldar w.e.f. 14/10/2012, whereas he was performing his duties as Pump Operator at the office of Executive Engineer (R-11), Civil Engg. Department of the Management. His last drawn wages were Rs.12000/- per month. He neither gave any chance to the Management regarding his work, conduct and punctuality, nor any memo or notice or warning letter was issued to him by the Management during his entire service period. He was raising his demand continuously for regularization of his services in the establishment of Management as he had completed 508 working days continuously. On 30/9/2015 when he reported for duty, he was refused to do so without any notice or chargesheet and thus, the Management illegally terminated his services w.e.f. 30/9/2015 without any notice or notice pay. Demand notice dated 22/2/2016 for reinstatement of the claimant was sent to the Management which was duly served upon the Management Bank but to no response. The claimant thereafter approached the Conciliation Officer but to no avail. The claimant has prayed that Management be directed to reinstate him with full back wages and with all consequential benefits.

2. The claim petition has been resisted by the Management who filed written statement and took preliminary objections that the claim is barred under Section 2(J) and 2(S) of the Act as the claimant is neither a workman nor the Management is an industry as per the provisions of the Act. It is alleged that the claimant has filed the present claim in the name of Chahan Pal Singh, whereas as per records of the Management he had given his name as Chayan Pal Singh. While stating that the workman joined and worked as Beldar on daily wage basis w.e.f. 15/10/2012, the other allegations of the claimant including that he was not allowed to perform duty on 30/9/2015 and that he had completed 240 days regular service and thus, was entitled to get benefit of regularization, are all denied. Prayer has been made for dismissal of the claim petition.

3. The claimant/workman filed rejoinder wherein he denied all the allegations made by the Management and reiterated his own case as set up in the claim petition.

4. On the pleadings of the parties, following issues were framed on 8/03/2018 :-

- 1) Whether termination of the services of the claimant is illegal and against the provisions of ID Act ?
- 2) Whether the claimant is entitled with full back wages ?
- 3) Whether the claimant is neither the workman under Section 2 of the ID Act nor the Management is an industry as per the provisions of ID Act ?

5- The Claimant in support of his case examined himself as W.W.1 and tendered his affidavit Ex.WW1/A alongwith documents Ex.WW1/1 and Ex.WW1/2. .

6) On the other hand, the Management in order to rebut the case of the claimant examined Shri Chhoti Lal Verma, Executive Engineer (Civil) as MW1 and he tendered his evidence by way of affidavit Ex.MW1/A alongwith document Ex.MW1/1 (colly.).

Issue No.1 to 3 :-

7) All these issues being inter connected are being taken up together and they can be conveniently disposed of by common discussion.

8) Ld. AR appearing on behalf of the Management strongly contended that there is no relationship of employer and employee between the Management & claimant, nor the claimant has completed 240 days of service in a calendar year, preceding to his alleged termination. As such, the claimant is not a workman as per definition under Section 2(S) of the Act. It was also contended that onus is also upon the claimant to prove that he was in the employment of the Management and has completed more than 240 days in a calendar year. It was further contended that the Management being a civil body directly under the control of Govt. of India is not an industry as per Section 2(j) of the Act.

9) Per contra, learned counsel appearing on behalf of the Claimant invited the attention of this Tribunal to the written statement filed on behalf of the Management. In this respect, specific attention of this Tribunal was invited to para 1 to the reply on merits, wherein it has been stated that the workman joined and worked as Beldar on daily wages w.e.f. 15/10/2012. Therefore, it was urged that contention of the Management that claimant was not employee/ workman of the Management,

10) There is no dispute about preposition of law that onus to prove that claimant was in the employment of Management is always on the workman/claimant and it is for the workman to adduce evidence to prove factum of her employment with the Management Bank. Such evidence may be in form of receipt of salary or wages for 240 days or

record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a Calendar year. In this regard, reference may be made to Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh, (2005) 8 Supreme Court Cases 481 as well as Director Fisheries Terminated Division Vs. Bhikubhai Meghajibhai Gavda (2012) 1 SCC 47.

11- This Tribunal has to consider the oral as well as documentary evidence adduced on record so as to decide the question of relationship of employer and employee between the Management and the claimant herein. In this respect, it is appropriate to refer to the affidavit Ex.WW1/A of the claimant. It is clear from the perusal of the affidavit Ex.WW1/A that it is in consonance with the pleadings i.e. statement of claim filed by the claimant. In cross examination he admitted that he was appointed temporarily and no appointment letter was issued to him. He denied the suggestion that he had not performed duty for 240 days continuously with the Management in any calendar year. The claimant has filed on record copy of the information received under RTI Act from the office of the Management as Ex.WW1/1.

11) The Management has examined Shri Chhoti Lal Verma, Executive Engineer who admitted in his cross examination that the workman/claimant had joined the Management office on 14/10/2012 and the document Ex.WW1/1 was issued by their office. He also admitted that the claimant had worked with the Management for 508 days as mentioned in Ex.WW1/1.

12) A perusal of document Ex.WW1/1 clearly shows that the workman had performed duty during the period from 15/10/2012 to 5/9/2014, for a total period of 508 days which includes 252 day in the year 2013 and 195 days in the year 2014. This belies the contention of the Management that the claimant had not continuously worked for 240 days in any calendar year. There is specific statement of the claimant that he was engaged by the Management on 14/10/2012, though neither any letter of appointment was issued to her, nor any interview letter was issued. From the document Ex.WW1/1 it stands proved on record that prima facie there exists relationship of employer-employee between the Management and claimant herein.

13- It is also well settled position in law that when relationship of employer-employee stands proved between the parties, then onus will shift upon the employer/management to show that the claimant has not worked for 240 days or more in a calendar year or that the services of the claimant was terminated in accordance with the provisions of the Act or in accordance with Standing Order applicable to the establishment concerned. Since in the case in hand, it stands clearly proved from the pleadings and evidence on record, especially the document Ex.WW1/1 that the claimant was duly engaged by the Management as a Beldar as such, it clearly establishes relationship of employer-employee between the Management and claimant. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under :-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

It is clear from the perusal of aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act.

14) As discussed above, in the case in hand engagement of the claimant as Beldar stands proved and that the Management has not filed any document in the form of abstract of attendance of claimant or other such workers so as to show that claimant has not completed 240 days in a calendar year. In such circumstances, statement of the claimant who appeared as WW1 and testified that he worked from 14/10/2012 till 30/9/2015 when his services were terminated, can not be brushed aside.

15) Net result of the aforesaid discussion is that there is relationship of Employer-employee between the Management and the claimant herein. MW1 Chhoti Lal Verma – sole witness examined by the Management has admitted that no notice was served upon the claimant prior to his termination, nor any charge sheet was filed against him. This impliedly substantiate the version of the claimant that his services were terminated by the Management on 30/9/2015 without issuing any notice or payment of compensation/notice pay viz. one month's salary in lieu of such notice as required under Section 25-F of the Act.

16) I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.”

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that any retrenchment compensation was paid to the claimant by the Management. There is also nothing on record to show that any notice or notice pay was given by the Management prior to termination of the claimant herein. As such, the Management has violated the provisions of Section 25-F of the Act.

17) There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management to be illegal and void under the law.

18) Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to him, as such action of the Management in terminating the services of the workman w.e.f. 30/9/2015 is held to be illegal and void.

19) Now the residual question arises for consideration is as to whether the claimant/workman is entitled to reinstatement with back wages or compensation in lieu thereof. It stands proved on record that claimant was worked with the Management for 508 days from 15/10/2012 to 5/9/2014 as is apparent from document Ex.WW1/1. His version that his last drawn wages were Rs.12000/- per month has gone unchallenged. However, the claimant has neither pleaded nor adduced any evidence to show that he has been unemployed since after his termination or that he is not gainfully employed or that he was employed on lesser wages than that he was getting from the Management. Onus was upon the claimant to plead and prove that he is not gainfully employed which he has failed to discharge.

20) The Hon'ble Apex Court in case ***“Deepali Gundu Surwase v. Kranti Junior Adhyapak Mahavidyalaya”*** reported as (2013) 10 SCC 324 has held as under :

“The propositions which can be culled out from the aforementioned judgments are :

- i) In cases of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.
- ii) **Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages.** If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

Although there is no evidence on record to prove that the claimant is not gainfully employed since after his termination, however this Tribunal is conscious of the fact that once a workman is retrenched/terminated by his employer, it gets time to find another suitable job. No doubt, the claimant worked with the Management **as Beldar on daily wage basis** for a period of 508 days during the period from 14/10/2012 to 5/9/2014 but with intervals/breaks as is apparent from document Ex.WW1/1. There is nothing on record to show that the claimant had been working against a sanctioned post or as a permanent employee rather he was admittedly working as Beldar on daily wage basis. Latest trend itself discernable from the various pronouncements made by the Hon'ble Apex Court is that when a person has been engaged on daily wage basis or for doing temporary kinds of work, in that situation full back wages are not to be awarded. There are

number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190 as under :-

“Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.

21) Having regard to the recent judicial trends and nature & duration of service rendered by the claimant, an amount of Rs.2 lakhs (Rupees Two Lakhs) appears to be just and reasonable and the same is payable to the claimant herein by the Management. In case this compensation amount is not paid within one month from the date of publication of this Award, then the claimant will be entitled to recover the same alongwith interest @ 6% per annum till realization of the amount. Award is passed accordingly.

Let copy of this Award be sent for publication as required under Section 17 of the Act.

Dated : 07.08.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 19 अगस्त, 2019

का.आ. 1561.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आयुक्त, नई दिल्ली नगरपालिका परिषद, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 153/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुआ था।

[सं. एल-42011/70/2016-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 19th August, 2019

S.O. 1561.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 153/2016) of the Central Government Industrial Tribunal-cum-Labour Court New Delhi - 1 as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commissioner, New Delhi Municipal Council, New Delhi & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L-42011/70/2016-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT No.1, DELHI – 110 075****ID No. 153/2016**

Shri Shyam Sunder S/o Shri Kishan Chand,
Represented by
The General Secretary,
Municipal Employees Union, Aggarwal Bhawan,
Delhi – 110 054

...Workman

Versus

The Commissioner,
New Delhi Municipal Council,
Palika Kendra,
Parliament Street,
New Delhi - 110 001

...Management

AWARD

A reference was received from Ministry of Labour and Employment vide Order No.L-42011/70/2016-IR(DU) dated 23.08.2016 under clause (d) of sub-section (1) and sub-section (2 A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

“Whether the action of the management of New Delhi Municipal Corporation in not regularizing the services of the workman, Shri Shyam Sunder S/o Shri Kishan Chand with effect from 02.01.2007 instead of March 2000 alongwith arrear of difference is fair and legal? If not, to what relief the workman is entitled to and from which date?”

2. At the outset, it is pertinent to mention here that the claimant expired on 03.08.2016 and an application was moved on behalf of Smt. Usha Sachdeva for substitution of her name being the legal heir of the late claimant. The application was unopposed and hence was allowed vide order dated 31.01.2017. Claim statement was filed on behalf of the claimant by Ms.Usha Sachdeva averring therein that the claimant joined the management as Khalasi on muster roll with effect from 01.09.1990 though he was appointed against a job of permanent nature. The late claimant made several representations for his regular appointment but the management did not consider the same. Ultimately, his services were terminated on 06.04.1999. The late claimant challenged the said termination by through an industrial dispute and during the course of conciliation proceedings, management reinstated him on 18.08.1999. Since the late claimant was not paid wages during the period 06.04.1999 to 17.08.1999, he raised an industrial dispute before the Hon’ble Presiding Officer, Industrial Tribunal No.1, who vide an award held that the late claimant is entitled to wages for the per the above period. Subsequently, the late claimant was regularized with effect from 02.01.2007.

As per the practice and various resolutions of the management, the late claimant was supposed to be taken as RMR employee on completion of 500 days, which the claimant completed in March 1994 but he was taken as RMR employee only with effect from 11.06.002. Further when an RMR employee completes six years, the management is required to regularize the employee. In the instant case, though the claimant had completed 500 days in March 1994 and six years thereafter in June March 2000, but the claimant was regularized only with effect from 02.01.2007. Thus, the action of the management is illegal, bad, unjust and malafide. Payment of lesser wages than those doing identical work amounts to unfair labour practice as provided in Section 2(R) read with Item No.10 of the Fifth Schedule and read with 35T punishable under Section 25U of the Act, violative of Article 14, 16 & 39(d) of the Constitution of India and exploitation of labour. Management has neither framed any rules or regulation nor has it got passed from UPSC or notified in the official Gazette. The management further does not have any certified Standing Orders governing the working conditions of workers engaged on muster roll/part-time/seasonal workers. Hence, the Model Standing Orders framed under the Industrial Employment (Standing Orders) Act, 1946 are applicable. Demand notice was served on the management on 24.07.2015 to which the management had not replied to the same. Finally, it has been prayed that the management be prevailed upon to regularize the services of the claimant on the post of Assistant Line Mate with retrospective effect from June 2001 alongwith all arrears and consequential benefits.

3. Claim was demurred by the management taking various preliminary objections, inter alia that the reference has been made mechanically, claim being stale and being barred under Section 2(j) and 2(s) of the Act as management is neither an ‘industry’ nor is the claimant a ‘workman’ as defined under the Act. Further it is also alleged that the claim is not supported by documents or witnesses. The dispute has also not been espoused by the Union. Management has denied the remaining material averments contained in the statement of claim.

4. Rejoinder was filed on behalf of the workman, wherein the averments contained in the statement of claim were reiterated and the averments contained in the statement of defence were denied.
5. Based on the pleadings of the parties, following issues were framed:
- Whether reference is not legally maintainable in view of the preliminary objections?
 - In terms of reference.
6. Workman in support of his case examined himself as WW1 and tendered in evidence his affidavit Ex.WW1/A and relied on documents Ex.WW1/1 to Ex.WW1/6. Thereafter matter was listed for evidence of the management.
7. In the meanwhile, it was stated by Shri M.S. Rawat, learned A/R for the management that management is ready and willing to regularize the services of the claimant with effect from 01.09.2001 with all consequential benefits. Statement of Shri Kamal Rai, Deputy Director, New Delhi Municipal Council was recorded to this effect on 31.01.2019. Management, vide office order dated 15.02.2019, regularized the services of late Shri Shyam Sunder with effect from 01.09.2001 with all consequential benefits. However, despite affording several opportunities for payment of arrears to the legal heirs of the claimant, i.e. on 28.02.2019, 28.03.2019, 25.04.2019, 30.05.2019 and 04.07.2019, management failed to make payment of arrears to the claimant on one pretext or the other.
8. In view of the forgoing, management is directed to release payment of arrears to Ms.Usha Sachdeva, legal heir of late claimant herein, consequent to his regularization on 01.09.2001. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. C. DOGRA, Presiding Officer

Dated : 06.08.2019

नई दिल्ली, 19 अगस्त, 2019

का.आ.1562.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स निर्माण महानिदेशक, सीपीडब्ल्यूडी, निर्माण भवन, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 164/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुआ था।

[सं. एल-42011/74/2015-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 19th August, 2019

S.O. 1562.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 164/2015) of the Central Government Industrial Tribunal-cum-Labour Court New Delhi - 1 as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director General of Works, CPWD, Nirman Bhawan, New Delhi & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L-42011/74/2015-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA : PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, NEW DELHI

ID No. 164/2015

Shri Abhi Ram and 187 other workers,
As represented by
All India Central PWD (MRM) Karamchari Sangathan (Regd.)
H.No.4823, Gali No.13, Balbir Nagar Extension,
Shahdara,
Delhi 110032.

...Workmen

Versus

The Director General of Works,
CPWD, Nirman Bhawan,
New Delhi 110011.

...Management

AWARD

This Award shall dispose of a reference which was made to this Tribunal by the appropriate Government vide its letter No. L-42011/74/ 2015-IR(DU) dated 20.07.2015 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether contract system in this case is sham and camouflage ? Whether these workmen whose particulars are given in Annexure-I of original application are entitled for regularization in their services with effect from date of their initial appointment and grant of pay & allowances at par with their regular counterpart. Whether termination of workmen (list enclosed) during the pendency of conciliation proceedings can be construed as violation of Section 33(1) for which an adjudication under Section 33-A is required ? If yes, what relief can be given to the workmen.’

2. Both parties were put to notice and the claimants/workmen Abhi Ram and 187 others whose particulars are given in Annexure-1 were appointed by the Department of CPWD through contractors for attending day to day work of maintenance and these workmen are regularly working in the department with effect from the date/s of their employment to the entire satisfaction of the Management though contractors were/are being replaced by the Management from time to time and such contractors were used only for the purpose of making payments to these workmen, whereas the workmen are working under the direct control of CPWD. The work being performed by the workmen is also recorded in the workers’ diary as well as in Task Register & Complaint Register maintained at enquiry office level. Some of the workmen engaged as MLDs & Computer Operators are closely working with the Officer-In-charge. Material which is being issued to these workmen for attending day to day maintenance work is assigned by the department directly and their work is also supervised/ inspected by the department itself. The payment of wages to these workmen is made on monthly basis on the basis of daily attendance. The work being performed by the Workmen/claimants is of permanent nature and they are performing the same work/job which their regular counterparts are doing. As per provisions of Contract Labour (Regulation & Abolition) Act, 1970, these workmen are entitled for receipt of payment of their wages at par with their regular counterparts. Though there are sufficient number of sanctioned posts available with the Management since 1992 as per order issued by Ministry of Finance, Govt of India, but same have not been filled up by the Management. It is pleaded that some of the workmen had approached Hon’ble High Court of Delhi for abolition of contract system in the department of CPWD and vide judgement dated 26/5/2000 Hon’ble High Court of Delhi had directed the Ministry of Labour for constitution of Advisory Board for examining the matter concerning abolition of contract system in CPWD. Thereafter, Ministry of Labour had constituted an Advisory Board which submitted its detailed report dated 18/12/2001, thereby prohibiting 22 posts for contract system and on that basis, Ministry of Labour had recommended ban on 20 posts for contract system in CPWD. Ministry of Labour, Govt. of India then issued an order/notification dated 31/7/2002 for complete ban on 15 posts for contract system in CPWD an copy of the said gazette notification was sent to the Management of CPWD for necessary action on 23/9/2000. For implementation of gazette notification dated 31/7/2002, the Management of CPWD also collected data of such workmen from time to time from its field units. It is also pleaded that all these workmen/claimants are continuously working in the department of CPWD since last 10 years or so and have also completed more than 240 days in each calendar year and as such they are legally entitled for regularization in their respective service. It is further pleaded that pursuant to the directions of Hon’ble Supreme Court in the matter of Uma Devi Vs. State of Karnataka, the Management of CPWD had framed a scheme for regularization of daily wage workmen of CPWD and regularized the services of junior workmen under one time relaxation but not the claimants/ workmen herein. Some of similar workmen had filed an industrial dispute before the Tribunal, New Delhi for similar cause and an award dated 13/2/2013 was passed in favour of the workmen. During pendency the case, services of 14 Nos of workmen/claimants (whose details are given in Annexure-11) were terminated by the Management without taking any permission and the Union had filed a complaint application under Section 33-A of the Act and the workmen are entitled for protection. Prayer has been made for reinstatement of terminated workmen with full back wages & all consequential benefits as well as for regularization of workmen/claimants whose particulars are given in Annexure-1 from the date of their initial appointment/s.

3- The claim petition has been resisted by the Management of CPWD who filed its written statement and took preliminary objections that there is no relationship of employer and employee between the parties, as all claimant are labourers of contractor to whom contract had been awarded by the Management after inviting open tenders. The workmen/claimants had neither been appointed nor recruited by the Management and as such they are not the workmen as per Section 2(S) of the Act. While denying the allegations of the claimants on merits, it has been stated that since the

claimants were not appointed by the Management, so question of issuing appointment letter and providing other legal facilities does not arise. All the workmen were working under the direct control and supervision of the contractor who had engaged them to complete the work entrusted to them by various offices of CPWD spread all over India. It is denied that all the workmen/claimants have completed more than 240 days in each calendar year. It is stated that contract system is not sham and camouflage and as such the workmen are not entitled either for regularization in their services from the date of their initial appointments or for grant of pay & allowances at par with their regular counterparts. Prayer has been made for dismissal of the claim petition.

4- On the pleadings of the parties, following issues were framed on 05/04/2016 :-

- 1) Whether there exists relationship of employer and employees between the management and claimants as alleged ?
- 2) As in terms of reference.
- 3) Relief.

5- The Claimants in support of their case examined 132 Nos. of witnesses as W.W.1 to WW132 including Shri Satish Kumar Sharma, General Secretary of the Union as WW110. They tendered their respective affidavits Ex.WW1/A to Ex.WW132/A and relied on documents Ex.WW1/1 to Ex.WW1/18 and Ex.WW110/1. On the other hand, the Management in order to rebut the case of the claimants, examined Shri Ram Murti Prajapati, Executive Engineer (Electrical), Shimla Central Division as MW1 who tendered his evidence by way of affidavit Ex.MW1/A and relied on the documents Ex.MW1/1 to Ex.MW1/4 as well as on the document Ex.WW1/16.

6- I have heard Shri Satish Kumar Sharma, A/R for the claimants and Shri Atul Bhardwaj, A/R for the Management and have gone through the records carefully. My findings on above issues are as follows.

Issue No. 1 to 3 :-

7- All these issues are taken up together as they can be conveniently disposed of by common discussion.

8- Case of the claimants/workmen herein is that they were engaged/ appointed by the Department of CPWD through contractors for attending day to day work of maintenance and these workmen are regularly working in the department with effect from the date/s of their employment to the entire satisfaction of the Management though contractors were/are being replaced by the Management from time to time and such contractors were used only for the purpose of making payments to these workmen, whereas the workmen are working under the direct control of CPWD. The contract/agreement between the Management and the so called contractor/s was sham and bogus.

9- During the course of arguments, learned A/R appearing for the Management strenuously argued that since the claimants were not directly appointed by the Management herein and they used to get wages from the contractor/s, there existed no relationship of employer-employee between the parties. He relied on a number of judgements viz. **Workman Vs. Coates of India Ltd. (2004) 3 SCC 547; Haldia Refinery Canteen Employees Union Vs. Indian Oil Corporation Ltd.(2005) SCC 51; Balwant Rai Saluja Vs. Air India Ltd (2014) 9 SCC 407; Ram Singh Vs. Union Territory, Chandigarh (2004) 1 SCC 126; Workman of Nilgiri Coop Marketing Society Vs. State of Tamilnadu (2004) 3 SCC 4514; Union of India and another Vs. Aryulmozhi Iniarasu and others (2011) 9 SCR 1** to buttress his submission that if the contract is for supply of labour, necessarily the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by a contractor.

10) There is no dispute about preposition of law that the control test and organization test are not the only factors which can be said to be decisive. With a view to elicit the answer, the Court/Tribunal is required to consider several factors vis-a-vis- who is the appointing authority, who is a paymaster, who can dismiss; how long alternative service lasts, the extent & control of supervision; the nature of the job – professional or skilled work etc. etc, which would have a bearing on the result. It would be worthwhile to first consider the evidence adduced on record by the parties to the dispute.

11) Testimony of the workmen/claimants who appeared in the witness box as WW1 to WW132 is in line with the averments made in the claim petition. Particulars of 188 Nos. of workmen/claimants in respect of whom the reference has been sent are given in Annexure-1 and same is now exhibited as Ex.C-1. The claimants have filed on record number of documents viz. copy of duty chart of the claimants as Ex.WW1/1 (colly.); daily workers' diary containing the duties assigned and performed by them as Ex.WW1/2 (colly); extract of Enquiry Office Message Register as Ex.WW1/3 (colly.); attendance register of the workmen/claimants as Ex.WW1/4; copy of judgement dated 17/1/1986 of Hon'ble Supreme Court in the matter of Surender Singh and others Versus Engineer in Chief, CPWD as Ex.WW1/5; copy of letter dated 30/9/92 issued by Director General of Works, CPWD (Ex.WW1/6-colly) regarding creation of additional 8982 posts in various categories of work-charged establishment for purposes of regularization of daily rated muster roll workers of CPWD; extract of directions dated 26/5/2000 of Hon'ble Delhi High Court in the matter of

Rajender Lal and others Vs. UOI and others, CWP No.8741 of 1998 as Ex.WW1/7; Minutes of Central Advisory (Contract Labour) Board circulated vide letter dated 18/12/2001 as Ex.WW1/8 (colly.); circular letter dated 27/7/2002 (Ex.WW1/9) issued by Ministry of Labour, intimating that the Advisory Board had recommended ban for contract system in CPWD in respect of 20 Nos of posts/jobs. Copy of notification dated 31/7/2002 issued by Ministry of Labour, Govt. of India (Ex.WW1/10) regarding complete ban on 15 Nos. of jobs/posts for contract system in CPWD and copy of circular dated 26/9/2002 (Ex.WW1/11) forwarding copy of aforesaid notification to all concerned by the Ministry of Labour, GOI; Vide letter dated 17/1/2003 (Ex.WW1/2) the Management of CPWD seeking status report regarding contract labour (regulation & abolition) Act, 1970; copy of report dated 3/3/2009 (Ex.WW1/3) sent by Executive Engineer (Electrical), Central Electrical Division, Shimla concerning the issue of contractor labour –outsourced; Copy of the letter dated 11/3/2011 (Ex.WW1/14) sent by Management of CPWD to all its Superintending Engineers pursuant to the directions of Hon'ble Supreme Court in the matter of Uma Devi Vs. State of Karnataka, the Management of CPWD regarding regularization of muster roll/ casual workers of CPWD as a one time measure; copy of the award dated 13/2/2013 (Ex.WW1/5) passed by my learned Predecessor in ID No.241/2001 (Raj Kumar s/o.Arya Ram vs. CPWD) regarding regularization of the workman/claimant Raj Kumar.; list of workers employed by various contractors under Shimla Central Electrical Division as Ex.WW1/16 –colly. It has come in the cross examination of these witnesses/ claimants that they had not applied for job in response to any advertisement, nor their names were sponsored by the Employment Exchange, nor they were issued any appointment letter. They showed their ignorance if the contractor was/is depositing the salary in their bank account/s.

12- According to the testimony /affidavit Ex.MW 1/A of Shri Ram Murti Prajapati, Executive Engineer (Electrical), there does not exist relationship of employer-employees between the Management of CPWD and the claimants herein. This witness has filed on record copy of certificate of registration (Ex.MW1/4) dated 2/12/2012 obtained by Electrical Division of CPWD at Shimla under Contract Labour (Regulation Abolition) Act, 1970. In cross examination, though this witness tried to explain that Ex.WW1/1 –duty chart (containing 17 pages) is not an authentic document because same is not issued by Assistant Engineer, however he admitted that as per CPWD works manual, the registers such as attendance register, overtime register, entrance register etc. are to be issued by A.E./ Incharge of the work. He also admitted that duty chart is verified by concerned J.E. and then it is submitted to the department as proof of the workmen who had worked on the spot through contractor and thereafter payment is released by the department to the contractor. He admitted that after notification dated 31/7/2002 (Ex.WW1/10), the department could not engage contract labour covering 15 category of jobs as mentioned in the said notification.

13- As per deposition of WW1 to WW132 coupled with the document Ex.C-1, it is evident that most of the claimants/ workmen who were engaged for doing the work of Beldar, Sewerman, Khalasi, Operator. Wireman, Plumber. Mason, Pumb Operator etc. during the years between 1989 to 2013 are still working as such. Duty charts, workers diary, complaint register and attendance registers Ex.WW1/1 to Ex.WW1/4 filed on record prima facie show that the claimants were working under the control and supervision of the Management of CPWD and not under the direct control of so called contractors. Even if it is assumed for the sake of arguments that the Management of CPWD used to get work done from the claimants/workmen through the contractor pursuant to the contract/agreement issued in favour of the contractor/s, in that eventuality also the question arises for consideration is whether the said contract is a sham or camouflage as alleged by the claimants.

14- It is fairly settled that the ID Act as well as Contract Labour (Regulation & Abolition) Act, 1970 are essentially social and beneficial legislations. The main purpose of the CLRA Act, 1970 is to regulate the conditions of workers under the contract labour system and to provide for its abolition by the appropriate government as provided under Section 10 of the said Act. Section 12 of the said Act bars a contractor from undertaking or executing any work through contract labour, except under and in accordance with a licence issued. Section 23, 24 and 25 of the Act makes contravention of the provisions of Act punishable thereunder. There is also requirement for the principal employer of the establishment to get itself registered under the CLRA Act so as to avail the benefit of provisions of the Act.

15- Constitution Bench of Hon'ble Supreme Court in the celebrated case of **Steel Authority of India Ltd. Vs. National Union Waterfront Workers, (2001) 7 SCC 1** noticed the following circumstances under which contract labour would be held to be the workmen of the principal employer :-

“107. An analysis of the cases, discussed above, shows that they fall in three classes :

- (i) Where contract labour is engaged in or in connection with the work of an establishment and employment of contract labour is prohibited either because the Industrial Adjudicator/Court ordered abolition of contract or because the appropriate Govt. issued notification under Section 10(1) of the CLRA Act, no automatic absorption of the contract labour working in the establishment was ordered.
- (ii) Where the contract was found to be a sham and nominal, rather a camouflage, in which case the contract labour working in the establishment of the principal employer, were held in fact and in reality, the employees of the principal employer himself. Indeed such cases do not relate to abolition of contract labour but present

instances wherein the Court pierced the veil and declared the correct position as a fact at the stage after employment of contract labour stood prohibited.

- (iii) Where in discharge of a statutory obligation of maintaining a canteen in an establishment, the principal employer availed the services of a contractor, the Courts have held that the contract labour would indeed be the employees of the principal employer.

16- In the case of Management of **Ashok Hotel Vs. the Workmen (W.P. –Civil No.14828/2006 – decided on 19/2/2013)**, similar issue was involved and it was a case where various workmen were working continuously as safaiwala/housemen in the kitchen department etc. and they were alleged to be working directly under the contractor who had entered into a contract with the principal employer i.e. Ashok Hotel. Contention of the Management to the effect that workmen were employees of the contractor was rejected and contract in the said case was held to be sham and camouflage so as to deny direct relationship of employer (Ashok Hotel) and the workmen.

17- Except for the bald statement that the claimants are/were the workers of the contractor, the Management has not filed on record any document to rebut the contention of the claimants that they were engaged by the Management and that is why the claimants who were engaged during the years 1989 to 2013 are still working as such. The Management of CPWD has not filed on record copy of any of the agreements/ contracts awarded to contractor/s from time to time so as to ascertain as to whether such contract was either for completion of any project or for supply of manpower. It is worthwhile to mention here that notification Ex.WW1/10 which specifically prohibited employment of contract labour in the process, operation or work specified to be done by **Air Conditioner Mechanic, Air Conditioner Operator, Air Conditioner Khalasi/helper, Electrician, Wireman, Khalasi (Electrical), Carpenter, Mason, Fitter, Plumber, Helper/ Beldar, Mechanic, Sewerman, Sweeper and Foreman**, was issued as far back as 31/7/2002. The Management of CPWD has not explained as to why it continued to engage and get the work done through contractual workers despite prohibitory order/notification dated 31/7/2002 issued by the Government. All these circumstances lead me to draw an inference against the Management that the contracts/agreements issued by the Management of CPWD for getting the work done through the claimants/workmen herein from time to time are sham and camouflage and that there existed relationship of employer-employees between the parties.

18- It has been pleaded in para 21 & 22 of the statement of claim that some of the similar workman had filed an industrial dispute before the Tribunal for similar cause which resulted into passing of the Award and during pendency of the case, services of 14 Nos. of workmen whose particulars are given in Annexure-11 (now marked as Ex.C-2) were terminated without taking any permission from the Competent Authority. As per statement Ex.C-2, services of 14 Nos. of workmen were terminated during the period between July, 2014 to September, 2015. The claimants have filed on record copy of the Award dated 13/2/2013 passed by learned Predecessor of this Tribunal in ID case No.241/2011 (titled as Raj Kumar s/o. Arya Ram Vs. CPWD) as Ex.WW1/15, perusal of which shows that the award was passed on 13/2/2013 and same was in persona and not in rem, whereas services of the claimants are claimed to have been terminated between July, 2014 to September, 2015. The claimants have not filed on record to substantiate their plea that during pendency of the proceedings relating to the cause of these workmen/claimants, **their services have been terminated by the Management and as such provisions of Section 33-A are at all not attracted.** But the fact remains that services of 14 Nos. of workmen/claimants have been terminated without issuing any notice or without any notice pay/compensation. The contention of the Management is that since those claimants/workmen were not employed by the Management rather were engaged through the contractor, there arises no question of termination of the claimants/workmen herein. This Tribunal has already held that there existed relationship of employer-employees between the parties and that the contracts/agreements between the Management of CPWD and so called contractor/s for getting the work done through the claimants/workmen herein from time to time are sham and camouflage. Since no notice or compensation in lieu of notice period was given to the claimant/s by the Management and as such termination of 14 Nos. of claimants/workmen (**whose particulars are given in Ex.C-2**) by the Management was in violation of provisions of Section 25-F of the Act. This goes to show that the Management terminated the services of such claimants/workmen in violation of the provisions of Section 25-F of the Act.

19- I may mention that provisions of Section 25-F of the Act which provides for conditions precedent to retrenchment of workmen, are absolute and inexorable and it reads as under :-

“25-F : Conditions precedent to retrenchment of workmen –

No workman employed in any industry **who has been in continuous service for not less than one year under an employer** shall be retrenched by that employer until –

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;

- (b) The workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed years of continuous service or any part thereof in excess of six months; and
- (c) Notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

The above provision makes it clear that the employer is required to give notice to the appropriate Government apart from giving one month's notice in writing or one month's wages in lieu of the notice and payment of retrenchment compensation to the concerned workman. There is nothing on record to show that either any notice was issued by the Management or notice pay/compensation was paid to the workman/claimant prior to his termination. As such, the Management has violated the provisions of Section 25-F of the Act.

20- There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the Management to be illegal and void under the law.

21- Since there is no evidence on record that any valid notice was issued by the Management to the workman at the time of termination or in lieu of such notice, any compensation was paid to her, as such action of the Management in terminating the services of 14 Nos. of workman (whose particulars are given in the statement Ex.C-2 is held to be illegal and void.

22- Now the residual question is whether those 14 Nos. of terminated claimants/workmen are entitled to any incidental relief of payment of back wages and/or reinstatement of service with full/partial back wages. There is nothing on record to suggest that any show cause notice or charge-sheet was issued to 14 Nos. of claimants/workmen by the Management prior to their termination. Moreover, the job of the workmen as Khalasi/Beldar or Operator is considered to be of perennial and regular nature. **Even one workmen namely Chander Shekhar S/o Manohar Lal whose services were terminated on 1-10-2014 has since been re-appointed on 1-8-2015 and as such question of his reinstatement does not arise.**

23- As per pleadings and evidence adduced on record, the workmen whose services were terminated worked for just about three to four years prior to their termination. It has come on record that the claimants/workmen including those whose services were terminated were engaged through the contractor and they were not selected after undergoing any written test or interview etc. They were/are not the regular employees of the Management of CPWD. It is fairly settled that there are number of factors which are required to be considered by the Tribunal while considering the question of reinstatement with back wages. It has been held in the case of Hari Nandan Prasad Vs. Food Corporation of India (2014) 7 Supreme Court cases 190 as under :-

"Relief by way of reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice. An order of retrenchment passed in violation of Section 25-F although may be set aside but an award of reinstatement should not, however, be automatically passed. The award of reinstatement with full back wages in a case where the workman has completed 240 days of work in a year preceding the date of termination, particularly daily wages has not been found to be proper by the Supreme Court and instead compensation has been awarded. The Supreme Court has distinguished between a daily wager who does not hold a post and a permanent employee. The reasons for denying the relief of reinstatement in such cases are obvious. It is trite law that when the termination is found to be illegal, because of non payment of retrenchment compensation and notice pay as mandatorily required under Section 25-F of the Industrial Disputes Act, even after reinstatement, it is always open to the management to terminate the services of that employee by paying him the retrenchment compensation.

24) Having regard to the recent judicial trends and duration of service rendered by the workmen whose particulars are given in statement Ex.C-1, an amount of Rs.1 lakh (Rupees One Lakh) each appears to be just and reasonable, and such sum is payable to each of the claimants/workmen whose particulars are given in statement Ex.C-1 (excepting Shri Chander Shekhar s/o. Manohar Lal already re-appointed) by the Management. Legal heirs of two workmen/claimants namely Rati Ram and Anil Thakur who have since expired, shall also be entitled to get compensation of Rs.1 lakh each in lieu of services rendered by the deceased workmen.

25- Now, an important question/issue arises for consideration is as to whether the workmen/claimants who are still working with the Management are entitled to be regularized to the post/s to which they are working. It is fairly settled that there is no fundamental right of those workers who have been employed as daily wager or temporarily or on contractual basis to claim that they have a right to be absorbed in service. Even such workers even serving for a long number of years will not become entitle to claim regularization if he is not working against a sanctioned post.

26- Hon'ble Supreme Court in the case of **Hari Nandan Prasad and another Vs. Food Corporation of India** (2014) 7 Supreme Court cases 190 held as under :-

“... We are of the opinion that when there are posts available, in the absence of any unfair labour practice, the Labour Court would not give direction for regularization only because a worker has continued as daily wage worker/adhoc/temporary worker for number of year. Further, if there are no posts available, such a direction for regularization would be impressible. In the abovesaid circumstances, giving of direction to regularise a person, only on the basis of number of years put in by such a worker as daily wagger et., may amount to backdoor entry into the service which is an anathema to Article 14 of the Constitution. Further such a direction would not be given when the concerned worker does not meet the eligibility requirement of the post in question as per the Recruitment Rules. **However, wherever it is found that similarly situated workmen are regularized by the employer itself under some scheme or otherwise and the workmen in question who have approached Industrial/Labour Court are at par with them, direction of regularization in such cases may be legally justified, otherwise non regularization of the left over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the Industrial adjudicator would be achieving the equality of upholding Article 14 rather than violating this constitutional provision.**”

27- Our own High Court in the case of **Project Director, Department of Rural Development Versus its Workmen through D.P.V.V.I.E.Union (W.P. –Civil No. 17555/2005 – decided on 29/3/2019)** after referring to number of judgments including the judgement of Hon'ble Apex Court in the case of **Secretary, State of Karnataka and other Vs Uma Devi, 2006 (4) SCC 1** and of Delhi High Court in the case of **Anil Lamba and others Vs. GNCTD WP (Civil) No.958/2018**, has observed in para 27 as under :-

“In my view, the rigors applicable for grant of regularization in cases of public employment cannot be read in such a manner so as to take away the wide powers of an Industrial Tribunal under the ID Act. It needs no reiteration that the basic tenets of service law are very different from those of labour law and therefore, the safeguards put in place to protect the interests of workmen cannot be conflated with the service rules and regulations applicable to government employees in the public sector. Both of them stand on different footing and can neither be tested on the same touchstone nor enforced on the same manner. Therefore, I am of the opinion that neither the decision in Uma Devi (supra) and Anil Lamba (supra) has any application to the facts of the present case. **Even otherwise, a perusal of the decision in Uma Devi (supra) shows that with respect to the regularization of temporary employees, the Supreme Court itself had specifically carved out an exception for those contractual employees who, though appointed regularly, had completed at least 10 years of service. In the facts of the present case, the respondents/workmen have as on date completed more than twenty-two years of service, and therefore, even as per the decision in Uma Devi (supra), they would be entitled to the regularization of their services.**”

From the above rulings, it is clear that ordinarily the Labour Court/Industrial Adjudicator should not issue direction for regularization of the workman engaged/working on casual/daily wage basis irrespective of his length of service unless there is a Scheme/policy of the Management & unless **similarly situated workmen have been regularized by the employer/Management under the said policy/Scheme and benefit of such scheme/policy has been declined to the other. However, the Industrial Tribunal is vested with powers to curb unfair labour practices being adopted by the employer/s.**

28- It is evident that most of the claimants/workmen have been working with the Management continuously and uninterruptedly since 1989 as contractual worker and they are doing the job of Beldar, Sewerman, Khalasi,, Pump Operator, Wireman, Plumber, etc., nature of which is considered to be perennial. The Management has deprived them the status & privilege of permanent/regular employee. Employing workmen as “badlis”, casuals or temporaries and to continue them as such for years together with the object of depriving them of the status & privileges of permanent workman amounts to unfair labour practice in terms of Section 2(ra) read with Fifth Schedule of the Act. It emerges that the Management has adopted unfair labour practice in depriving the workmen/claimants herein of the status & benefit of permanent workman and such a practice is required to be curbed.

29- It has also come on record that the workmen/claimants described as contractual employees, are not being paid wages as per pay-scale for their respective categories and are paid wages less than that being paid to their regular counter-parts. Once the workmen/claimants are doing same duties and responsibilities as are being performed by regular employees of the Management, **they are entitled to get wages at par with those of regular employees, on the principle of “Equal Pay for Equal Work”**

30- Hon'ble the Apex Court in the case of **State of Punjab and others Vs. Jagjit Singh and others, 2017 Lab.L.C. 427** while upholding the principle of “equal pay for equal work” even for temporary employees observed as under :-

“The principle of “equal pay for equal work” can be extended to temporary employees (differently described as work-charged, daily wage, casual, adhoc, contractual and the like). It is fallacious to determine artificial parameters to deny fruits of labour. An employee engaged for the same work, can not be paid less than another, who performs the same duties and responsibilities. Certainly not, in a welfare State. Such an action besides being demeaning, strikes at the very foundation of human dignity. Any one, who is compelled to work at a lesser wage, does not do so voluntarily. He does so, to provide food and shelter to his family, at the cost of his self respect and dignity, at the cost of his self worth, and at the cost of his integrity. For he knows, that his dependents would suffer immensely, if he does not accept the lesser wage. Any act, of paying less wages, as compared to others similarly situate, constitutes an act of exploitative enslavement, emerging out of a domineering position. Undoubtedly, the action is oppressive, suppressive and coercive, as it compels involuntary subjugation.”

31- In view of the rulings and facts of the case as discussed hereinabove, it is held that the claimants shall be deemed to be employees of the Management and they shall be entitled to get wages as per pay-scale for their respective categories **w.e.f. 20/7/2015** – the date when the matter was referred to this Tribunal by the appropriate Govt,

32- As regards regularization of services of the workmen/claimant, it is worthwhile to mention here that the claimants/workmen have not led any cogent evidence to show that they were eligible (age-wise and qualification-wise) for recruitment for Government job, on the date when they were initially engaged by their respective contractor/s for rendering services in CPWD. There is also nothing on record to suggest that the workmen/claimants are having requisite qualification for technical post of Operator/Wireman/Electrician etc. For want of requisites for regularization of the job of the claimants, the Management is directed to consider case of the claimants/workmen who are still working under them, for regularization of service as per its prevailing scheme/policy within a period of three months from the date of publication of the Award. While regularizing services of the workmen/claimants, the Management shall keep in mind age, qualification and length of service etc. rendered by the claimants and any policy in this behalf.

Award is passed accordingly in favour of the claimants and against the Management.

Let copy of this Award be sent for publication as required under Section 17 of the Act.

Dated : 05.08.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 19 अगस्त, 2019

का.आ. 1563.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आयुक्त (पूर्व), दिल्ली नगर निगम, दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 199/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुए थे।

[सं. एल-42011/74/2012-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 19th August, 2019

S.O. 1563.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 199/2012) of the Central Government Industrial Tribunal-cum-Labour Court New Delhi-1 as shown in the Annexure, in the Industrial dispute between the employers in relation to The Commissioner (East), Municipal Corporation of Delhi, Delhi & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L- 42011/74/2012-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, NEW DELHI

ID No.199/2012

Shri Satish s/o. Bhishan and 18 others,

As represented by

All India Central PWD (MRM) Karamchari Sangathan (Regd)

H.No.4823, Gali No.13, Balbir Nagar Extn.

Shahdara,

Delhi 110032.

...Workmen

Versus

The Commissioner (East),

Municipal Corporation of Delhi,

Patparganj Industrial Area,

Delhi.

...Management

AWARD

This award shall decide a reference which was made to this to this Tribunal by the appropriate Government vide letter No.L-42011/74/2012/IR(DU) dated 03.12.2012 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:-

‘Whether the action of the management of Municipal Corporation of Delhi (MCD) in denying the regularization of services of Shri Satish s/o. Shri Bhishan and 18 others (as per list enclosed), Cart man (Bhausa Buggies Chalak) from the date of appointment shown against each workman named in the ID is justified or not ? If not, what relief the workmen are entitled to and from which date ?’

2. Both parties were put to notice and the claimants **Shri Satish and 9 other workmen** namely Dalchand, Madanpal, Ram Kumar, Sanjeev, Man singh, **Chanderpal, Pramod**, Shripal and Vinod only filed their joint statement of claim alongwith their individual affidavits and a joint authority letter, whereas reference was received in respect of following 19 workmen :-

Sl. No.	Name of the Workmen & Ward No.	Date of Appointment
1	Satish s/o Bhishan -(246/88)	May, 1999
2	Dharam Pal s/o Kali Charan (96/252)	January, 1996
3	Ashok s/o Ram Pal (88 Snah 3)	January, 1994
4	Sanjeev s/o Dal Chand (248)	January, 2000
5	Ram Dass s/o Bhawar Singh (246/88)	January, 1994
6	Chander Pal s/o Umrao (89/259)	January, 1999
7	Shalu s/o Dharam Pal (96)	November, 2005
8	Pramod Kumar s/o Ram Pal (89)	January, 1994
9	Madan Pal s/o Bhopal Singh (97/271)	September, 2001
10	Kaushinder s/o Rishi Pal (252/98)	February, 2000
11	Pushpender s/o Dharam Pal (259)	December, 2000
12	Man Singh s/o Mangal (259)	January, 2000
13	Pramod s/o Chokhe Lal (245/88)	July, 1998
14	Ram Kumar s/o Jagdish	January, 2000
15	Vinod Kumar s/o Sahab singh (252/96)	December, 2005
16	Sunil s/o Vijay (252/98)	August, 1998

17	Dal Chand s/o Udai Raj (248)	February, 2000
18	Vinod s/o Zile Singh (88/246)	September, 1999
19	Sri Pal s/o Ram Swaroop	August, 1999

It has been averred in the claim petition filed by 10 Nos. of claimants/workmen at Sl.No.1,4,6,8,. 9, 12, 14, 17, 18 and 19 above, that they are working as Cartman (Bhais Buggie Chalak) for doing the job of cleaning/sweeping Malba/garbage from various streets in Maujpur area of Delhi under MCD (East) with effect from the respective date of their employment as mentioned above and have put in 240 days continuous service in each calendar year and they were being paid wages through ECS mode in their respective bank accounts. It is stated that some of the similarly situated workmen have been regularized by the Management as per its scheme and the Management of MCD had initiated action for preparation of seniority list of such workmen w.e.f. 1/4/1994 for which an order was circulated on 24/2/2009. It is pleaded that the workmen are being paid wages/salaries on daily rate basis, whereas similarly situated regular workmen are being paid proper pay-scale with allowances. The Management is not regularizing the workmen to deprive the benefits of regular pay-scale to the workmen despite the fact that Department of Personnel & Training, Govt. of India has also issued guidelines to all the departments/Ministries for regularization of services of such workmen by way of framing a scheme. Prayer has been made for regularizing the services of the workmen with effect from the date of their initial dates of appointment with proper pay-scale as being paid to their regular counterparts workmen.

3. Management resisted the Claim petition by filing written statement and took preliminary objections to the effect that claim petition is not maintainable as no demand notice has been served upon by the claimants; there is no relationship of employer-employee between the parties because cartman/bhainsa buggie chalak is not a workman as per Section 2(s) of the Act; that substitute cartman/bhainsa buggie chalaks were engaged on piecemeal sanctioned for 89 days which was renewed from time to time as and when required by the department; that the claimants never worked the Management regularly. It has been denied the claimants have put in 240 days continuous services in each calendar year since the date of their initial engagement.. It is alleged that as per policy of the Management vide circular dated 6/5/2010, substitute Safai Karamchari namely Dharampal s/o. Kali Charan, Ashok s/o. Ram Pal, Ram Dass s/o. Bhawan Singh and Parmod Kumar s/o. Ram Pal have been regularized in service in phased manner policy, as per the seniority of the workmen. It is alleged that the Management provided legal facilities to all its employees as per labour laws of the land. It has been denied that the workmen have given their consent to the Sangathan (Union) for filing their case for regularization and as such the Sangathan (Union) has no locus standi to file the present dispute before the Tribunal for want of legal and valid espousal. Prayer has been made for dismissal of the claim petition with heavy costs.

4. On the pleadings of the parties, following issues were framed on 11/4/2013 :-

- (1) Whether present reference is not maintainable for want of service of demand notice on the management ?
- (2) Whether dispute has not been espoused by substantial number of workmen in the establishment of the management ?
- (3) Whether claimants are entitled for regularization of their services with the Management ?
- (4) As in terms of reference ?

5. In order to prove their case, the claimants examined themselves as WW1 to WW10 and filed their respective affidavits Ex.WW1/A to Ex.WW10/A and relied on number of documents respectively filed by them and same will be considered and discussed later on. Perusal of the record shows that **the Management has not examined any witness in support of its defence.**

6. I have heard Shri Satish Kumar, learned A/R for the claimant as none appeared on behalf of the Management to advance arguments. I have also gone through the records carefully. My findings on the above issues are as follows.

Issue No.1 :-

7. The Management has contended that since the claimants prior to filing the claim petition did not serve any demand notice, the claim petition is not maintainable. WW1 Satish explained that he is illiterate and that he never gave any demand in writing to the Management, asking for his regularization. Merely because no demand notice was issued by the claimants, no prejudice has been caused to the Management, inasmuch as claimants had approached Conciliation Officer regarding their dispute for regularization but to no success and therefore, the matter was referred to this Tribunal by the Appropriate Government for adjudication of the dispute between the parties. Since the workmen /claimants engaged as Cart man (Bhaisa Buggies Chalak) are illiterate persons, it would be inappropriate to conclude that the claim petition is not maintainable as the same would amount to defeat the claims of the poor and illiterate workmen. Once a reference has been made to this Tribunal by the appropriate Government, same is required to be adjudicated on merits,

based on the pleadings and evidence adduced on behalf of the parties. This issue is, therefore, decided in favour of the claimants.

Issue No.2 :-

8. The Management has taken an objection that the claim petition is not maintainable as there is no espousal to the cause of the claimants/workmen. The workmen have relied and filed on record copy of the espousal certificate (Ex.WW1/10) dated 21/8/2017, perusal of which shows that All India Central PWD (MRM) Karamchari Sangathan (Regd.) in the meeting held on 21/7/2010 had decided to take up the cause of the claimants/workmen regarding regularization of their services. A suggestion was given to WW1 Shri Satish that he joined membership of aforesaid Union after filing of the present claim, which was denied by him. He was cross examined at length but nothing material came out to show that there is no valid espousal to the cause/dispute of the claimants herein. As such, the contention of the Management that the claim petition is not maintainable for want of espousal by the Union, is not tenable and hence, rejected. This issue is, therefore, decided against the Management.

Issue No.3 and 4 :-

9. Both these issues being co-related are taken up together as they can be conveniently disposed of by common discussion.

10. From the pleadings of the parties and evidence adduced on record, it is manifest that the claimants are in the employment of the Management for the last many years and there exists relationship of employer-employee between the parties.

11. Now the short question arises for consideration is whether the Management was under moral and legal obligation to regularize the services of the workmen/claimants or not.

12. It is fairly settled that there is no fundamental right of those workers who have been employed as daily wage or temporarily or on contractual basis to claim that they have a right to be absorbed/regularized in service. Even such workers even serving for a long number of years will not become entitle to claim regularization if he is not working against a sanctioned post. Hon'ble Supreme Court in the case of **Hari Nandan Prasad and another Vs. Food Corporation of India** 2014) 7 Supreme Court cases 190 held as under :-

“... We are of the opinion that when there are posts available, in the absence of any unfair labour practice, the Labour Court would not give direction for regularization only because a worker has continued as daily wage worker/adhoc/temporary worker for number of year. Further, if there are no posts available, such a direction for regularization would be impressible. In the abovesaid circumstances, giving of direction to regularise a person, only on the basis of number of years put in by such a worker as daily wagger et., may amount to backdoor entry into the service which is an anathema to Article 14 of the Constitution. Further such a direction would not be given when the concerned worker does not meet the eligibility requirement of the post in question as per the Recruitment Rules. **However, wherever it is found that similarly situated workmen are regularized by the employer itself under some scheme or otherwise and the workmen in question who have approached Industrial/Labour Court are at part with them, direction of regularization in such cases may be legally justified, otherwise non regularization of the left over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Article 14 of the Constitution. Thus, the Industrial adjudicator would be achieving the equality of upholding Article 14 rather than violating this constitutional provision.**”

13. Our own High Court in the case of **Project Director, Department of Rural Development Versus its Workmen through D.P.V.V.I.E.Union (W.P. –Civil No. 17555/2005 – decided on 29/3/2019)** after referring to number of judgments including the judgement of Hon'ble Apex Court in the case of Secretary, State of Karnataka and other Vs Uma Devi, 2006 (4) SCC 1 and of Delhi High Court in the case of Anil Lamba and others Vs. GNCTD WP (Civil) No.958/2018, has observed in para 27 as under :-

“In my view, the rigors applicable for grant of regularization in cases of public employment cannot be read in such a manner so as to take away the wide powers of an Industrial Tribunal under the ID Act. It needs no reiteration that the basic tenets of service law are very different from those of labour law and therefore, the safeguards put in place to protect the interests of workmen cannot be conflated with the service rules and regulations applicable to government employees in the public sector. Both of them stand on different footing and cn neither be tested on the same touchstone nor enforced on the same manner. Therefore, I am of the opinion that neither the decision in Uma Devi (supra) and Anil Lamba (supra) has any application to the facts of th present case. Even otherwise, a perusal of the decision in Uma Devi (supra) shows that with respect to the regularization of temporary employees, the Supreme Court itself had specifically cared out an exception for those contractual employees who, though appointed regularly, had completed at least 10 years of service. In the facts of the present case, the

respondents/workmen have as on dat completed more than twenty-two years of service, and therefore, even as per the decision in Uma Devi (supra), they would be entitled to the regularization of their services.”

It seems that the Management engaged the workmen/claimants as daily wager bhaisa buggi chalak (bullock cart men) for decade/s, just to deprive them the status of regular employee and to deprive them full benefits and pay which was being paid to a regular worker. Item No.10 of the Fifth Schedule read with Section 2(ra) clearly provides that action of the Management in employing workman as “badlis”, casuals or temporaries and to continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen amounts to unfair labour practice.

14. During pendency of the claim petition, Ms. Mamta Gaur, Assistant Commissioner for East MCD had submitted before this Tribunal on 9/1/2015 that case pertaining to regularization of bullock cart men was in progress and the same was likely to take about two months. Although nothing material was done by the Management, however on 17/3/2017 a status report (which is now marked as Ex.C-1) was filed by the Management East MCD, stating that regularization of services of daily wager Paryavara Sahayaks (Swachhta Karamcharis) is being done in phased manner wherein employees engaged during a particular block of two years are regularized in one lot with one effective date of regularization; that East MCD created 5000 regular posts of Paryavara Sahayaks for regularizing services of daily wagers engaged between 1996-98 (i.e. from April 1996 to March, 1998). Regularization of 4690 posts of this lot has already been completed and for remaining 310 seats documents verification process is under way and is likely to be completed in two months. It was also submitted in the Status report Ex.C-1 that services of four applicants/claimants herein namely Ashok, Ram Dass, Pramod and Dharam Pal who were engaged as daily wagers in January, 1994 have already been regularized and that the cases of remaining applicants will be taken up in the next phase of block year 1998-2000.

15. It is evident from the status report Ex.C-1 that as against 5000 regular posts of Paryavaran Sahayaks, the Management has already regularized the services of some of the applicants namely Ashok, Ram Dass, **Pramod** & Dharmpal who were engaged as daily wagers in January, 1994. No doubt the remaining applicants/claimants herein were engaged during the years 1999 -2001 but the fact remains that they have already put in service of about 18 years or so as on date. In view of the provisions as contained in Section 2 (ra) of the Act, read with Item No.10 of the Fifth Schedule, it seems that action of the Management in employing workmen/claimants as “daily wagers bullock carts” & continuing them as such for years and years together, with the sole object of depriving them of the status and privileges of permanent workmen, amounts to unfair labour practice. Such unfair labour practice is required to be curbed more so when it is done by the instrumentality of a State. Needless to mention here that the Management East MCD has already regularized the services one of the claimants namely Pramod Kumar s/o. Ram Pal as disclosed in the status report Ex. C-1.

16. Having regard to the legal position as discussed above and the aforesaid facts & circumstances of the case, this Tribunal is of the firm view that action of the management of East Municipal Corporation of Delhi in denying regularization of the services of the claimants namely Satish, Dalchand, Madanpal, Ram Kumar, Sanjeev, Man Singh, Chander Pal, Shripal and Vinod is unjustified despite rendering service for more than 18 years continuously is unjustified and unwarranted. These workmen /claimant is entitled to be regularized to the post of Mali.

17. Now the question arises for consideration is as to from which date the workman/claimant is entitled to be given benefit of regularization. Neither in the statement of claim, the workman/claimant has pleaded that he had made any written representation or demand/legal letter to the Management for consideration of his demand for regularization, nor he has filed any such document on record. It is pertinent to mention here that on the controversy between the parties, the reference to this Tribunal was made by the Appropriate Government vide letter dated 03/12/2012. The Management East MCD has already regularized the services one of the claimants namely Pramod Kumar s/o. Ram Pal (who was engaged in January, 1994) in the year 2017 as is apparent from the status report Ex.C-1. In these circumstances, this Tribunal is of the considered view that the workmen/claimants are entitled to get benefit of regularization to the post of Paryavarn Sahayaks in the regular pay-scale existing to the said post w.e.f. 1/1/2018 with all consequential benefits viz. annual increment and other prevalent benefits/facilities like HRA, transport, medical facility etc.

Relief :-

18. In view of my aforesaid findings, the Management East MCD is directed to regularize the services of workmen/claimants Satish, Dalchand, Madanpal, Ram Kumar, Sanjeev, Man Singh, Chander Pal, Shripal and Vinod w.e.f. 1/1/2018 to the post of Paryavaran Sahayaks w.e.f. 01/01/2018 in the regular pay-scale, with all consequential benefits and arrears of the same be also paid to them. The Award is passed accordingly.

Date :06.08.2019

AVTAR CHAND DOGRA, Presiding Officer

नई दिल्ली, 19 अगस्त, 2019

का.आ. 1564.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स केन्द्रीय माध्यमिक शिक्षा बोर्ड, दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 245/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुए थे।

[सं. एल-42025/03/2019-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 19th August, 2019

S.O. 1564.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 245/2015) of the Central Government Industrial Tribunal-cum-Labour Court New Delhi - 1 as shown in the Annexure, in the Industrial dispute between the employers in relation to The Central Board of Secondary Education, Delhi & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No.1, DELHI

ID No. 245/2015

Shri Bhagat S/o Shri Bhupal Singh,
C/o General Mazdoor Lal Jhanda Union,
B-1/A, Nathu Colony (East)
100 Foota Road,
Shahdara, Delhi – 110093

House No.521/18, Gali No.4-A,
Vijay Park, Maujpur,
Delhi – 110 053

...Workman

Versus

M/s. Central Board of Secondary Education
(CBSE), P.S. 1-2, Industrial Area,
I.P Extension, Patparganj,
Delhi – 110092

...Management

AWARD

Present dispute has been raised by Shri Bhagat (in short the workman) under the provisions of sub-section (2) of section 2-A of the Industrial Disputes Act, 1947 (in short the Act). A period of 45 days stood expired from the date of making his application before the Conciliation Officer. Sub-section (2) of section 2-A of the Act empowers him to file a dispute before this Tribunal, without being referred by the appropriate Government. His contention stands substantiated by the provisions of sub-section (2) of section 2-A of the Act. Workman has been given a right by the Act to approach this Tribunal in case of discharge, dismissal, retrenchment or otherwise termination of his service, without a dispute being referred by the appropriate Government under sub-section (1) of section 10 of the Act. Since dispute was within the period of limitation, as enacted by sub section (3), and answered requirements of sub-section (2) of section 2-A of the Act, it was registered as an industrial dispute, even without being referred for adjudication by the appropriate Government, under section 10(1) (d) of the Act.

2. Claim statement has been filed by the workman with the averments that he was working with Central Board of Secondary Education, in short the management, with effect 02.06.2008 on the post of Mali on daily wage basis. The wages were paid to the workman on monthly basis. The wages last drawn were Rs. 7000/- per month.

3. It is the case of the workman that he has been performing his duty with sincerity, diligence, devotion, and dedication. He had uninterrupted, unblemished and meritorious service record and he never gave any cause of complaint to the management. The workman was not issued any appointment letter, wage slips, leave book nor he was covered under ESIC and Employees Provident Fund Scheme. The workman was engaged in maintaining of gardens, lawns parks, flowerpots and other horticulture works etc.. The workman was engaged during the period from 02.06.2008 to 30.09.2008. However, he was being paid under the different names. The workman was sometimes also paid some wages in his own name i.e, Bhagat. The workman requested the management for engage him and to make payments in his own name but to no avail.

4. The workman approached the management from time to time for his regularization, for grant of h is legitimate rights like issuance of appointment letter, ESI card, PF coverage etc. but of no use. The workman made written representation dated 16.09.2011 to the management for increase in his pay and later on reminder was given on 31.10.2011 but without any effect. Thereafter another reminder was given on 13.12.2011. The management had finally terminated his service arbitrarily without any notice on 31.01.2012.

5. The workman has served a demand notice dated 18.02.2012 to the management through speed post on 15.03.2012 and 19.03.2012. The management received the said notice but did not reply. The workman approached Conciliation Officer wherein, the management filed its reply and alleged that the performance of the workman was not upto the mark as such service of the workman was terminated. Finally a prayer has been made for declaring the termination of the workman to be illegal and unjustified and to direct the management to reinstate him with all consequential benefits.

6. The management filed reply to the above claim and took various preliminary objections inter alia of the claim being barred by delay and laches, maintainability and workman having been engaged causally and has terminated due to serious indiscipline committed by him. The workman was found absent from his place of work during office hours and was found working privately in bungalows nearby for which he was warned several times. On merits, it has been averred that the workman, worked with the management from 02.06.2008 to 30.09.2008, 01.06.2009 to 30.06.2009, 01.12.2010 to 31.12.2010, 01.01.2011 to 31.01.2011 and 01.08.2011 to 31.08.2011. He was never working continuously with the management. The management denied other averments made in the statement of claim. It has finally been prayed that the claim may be dismissed being devoid of merits.

7. Against this factual background, this tribunal vide order dated 24.08.2016 framed the following issues:-

- (i) Whether termination of the claimant, Shri Bhagat vide letter ated 31.01.2012 is wrong and illegal, as alleged?
- (ii) Whether the claim is not legally maintainable in view of the various preliminary objections ?
- (iii) Relief ?

8. The workman is order to prove his case against the management examined himself as WW1 whose affidavit Ex.WW1/A and he also relied on documents Ex.WW1/1 to Ex.WW1/18. Workman also examined Shri Kuldeep as WW2, whose affidavit is Ex.WW2/A.

9. Management in order to rebut the case of the workman examined Shri Surender Kumar Meena, as MW1, whose affidavit is Ex.MW1/A. Shri Meena dis not place reliance on any document.

10. Finding on Issue No. 1

It is clear from the pleading of the parties that workman has come with specific plea that he has joined with the management on the post of Mali on 02.06.2008 on daily wages basis. It is also the case of workman that he was paid wages during the period of 02.06.2008 to 30.09.2008 in his own name i.e, Bhagat. Later on he was paid wages in different name. It is also important to mention here that management in its reply in para 7 of their written statement admitted factum of engagement for the different periods, details of which are also mentioned in Ex.MW1/A affidavit of Shri Surender Kumar Meena.

11. It is further clear from the cross examination of the Shri Surender Kumar Meena that service of the defendant was taken by the management for different time details of which is given in his affidavit i.e, Ex. MW1/A. The witness is not aware whether any FIR/complaint has been lodged or enquiry has been instituted regarding the theft of documents as mentioned in para 4 of his affidavit. The witness was not aware of the dates of absence of the claimant nor is there any written compliant regarding the absence of the workman from his place of duty. He had further admitted that the management had removed the service of the workman though he is not aware of the exact date. He further admitted that

no notice was served by the management before his termination as workman was a daily wager as no such notice was required.

12. The statement made by the workman, Shri Bhagat as WW1 and that of Shri Kuldeep Singh WW2 is in consonance with the statement of claim.

13. There is no dispute with the preposition of law that initial onus is always upon the workman to prove that he had worked for 240 days in a calendar year prior to his termination. This view has been taken in *Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh* (2005) 8 Supreme Court Cases 481. In *R.M. Yellatti V. The Asstt. Executive Engineer* 2006(108) FLR 213 (S.C.) The decisions referred to above were noted and it was held as follows :

“Analyzing the above decisions of this Court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the aforesaid judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness Box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman(claimant) can only call upon the employer to produce before the Court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the Tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the Labour Court unless they are perverse. This exercise will depend upon facts of each case.”

14. The above position was again reiterated in *ONGC Ltd. and another V. Shyamal Chandan Bhowmilk; Chief Engineer* (2006) 1 SCC 337, *Ranjit Sagar Dam and another V. Sham Lal* AIR 2006 SCW 3574.

15. Yet, again in the case of *Director Fisheries Terminational Division Vs. Bhikubal Moghatibhaichavda* (2010) 1 SCC 47. The entire spectrum of the case law was considered and it was observed if the workman has produced the best possible evidence which was in his possession, in that eventuality, the burden would stand discharged and the same would shift upon the management to show that workman has not completed 240 days in a calendar year prior to his termination.

16. It is thus clear from the legal position discussed above that the management is also required to place on record the entire record pertaining to payment of salary/ wages Muster Roll etc. so as to prove the exact date which actually worked. The workman herein, as well as Shri Kuldeep Singh WW2 have clearly stated that he has been engaged with the management in the post of Mali since 02.06.2008. The management has also not disputed the factum of his engagement and what is being disputed by the management is the number of days/ period during which workman performed duties as a Mali. The workman has also tendered in his evidence administrative approval i.e., Ex WW1/2 which shows workman Shri Bhagat has been engaged from 01.12.2010 to 31.12.2010 i.e., 28 days in a month and was paid Rs. 5684/-. There is also document Ex.WW1/3 (colly) which again shows that Shri Mohan and Shri Raju have worked for 28 days and 29 days respectively and have been paid wages, but the same has been signed by Shri Bhagat at Point 'A' on page 20. It was submitted on behalf of the workman that he was working under different names and all this was done by the management so that workman could not claim for regularization. He had referred in this regard in his affidavit as well as statement. There are other documents i.e., Ex.WW1/5 to WW1/18 which shows that workman had worked in his own name as well as in different names during the period mentioned in these documents. In such the situation, the management was required to file the copies of the muster rolls as well salary slips so as to show that workman Shri Bhagat is not in continuous employment with the management since 2008. In such circumstances when the best evidence was in possession of the management and the same has not been produced, this court is bound to draw adverse inference against the management. Thus, the version of the workman that he has been continuously employment for a period of 240 days in a calendar year stands proved. Accordingly, Issue No.(i) is answered in favour of the claimant.

Findings on Issue No.2

17. Shri Jainender, authorized representative appearing on behalf of the claimant urged that management of CBSE is an autonomous body. Before I I proceed to consider the question whether CBSE falls within the definition of industry or not, it is appropriate to reproduce the definition of industry under section 2(j) , and the same is as under:

"industry" means any business, trade, undertaking, manufacture or calling of employers and includes any calling, service, employment, handicraft, or industrial occupation or avocation of workmen”.

18. It is further clear from perusal of the above definition that (1) The definition of "industry" in the Act is very comprehensive. It is in two parts : one part defines it from the stand-point of the employer and the other from the stand-point of the employee. If an activity falls under either part of the definition, it will be an industry within the meaning of the Act. While considering question whether a particular institution or Corporation or Board falls within the definition of industry, it is necessary to remember that the Act is a legislation intended to bring about peace and harmony between management and labour in an industry so that production does not suffer and at the same time there is no exploitation of labour employed by such industry or its day to day work. Whenever such a question arises whether a particular concern is an industry or not, approach must be broad & liberal and not rigid and doctrinaire. Interpretation should be such as would advance object and purpose of the Act and give full meaning and effect to it in the achievement of its avowed social objectives.

19. I have carefully gone through the ratio of judgement in Bangalore Water Supply and Sewerage (supra) and there is not an inkling in the said authority that CBSE would not fall within the definition of industry. Rather the management in its pleadings referred to the three basic attributes laid down in the said case and only the first two attributes are fulfilled by the management. To my mind when a workman has been engaged by the CBSE to do a particular kind of work on daily basis, then relationship of employer and employee stands established and management cannot take the plea that in the Act, the Tribunal does not have jurisdiction to try the case. Even no such objection was taken before the ALC and it is only made thereafter when Government made reference to this Tribunal for adjudication of the case. Resultantly, it is held that in the case in hand management falls within the definition of industry.

Findings on Issue No.(iii)

20. Now the residual issue before this tribunal that workman is entitled for relief of reinstatement in service. it is clear from the stand of the management workman was engaged by the management as Casual Labour for watering of the plants and the period the engagement is also mentioned in Para 7 of written statement in the 'reply on merits. Admittedly, no notice was served upon the claimant before order of his termination nor workman was given one month salary in lieu of such notice the management has come up with the plea that workman was found absent from office during working hour and was found working privately in bungalows nearby for which he was warned several times but of no effect. In view of the serious indiscipline on the part of the workman the management had left no option but to remove from the service of workman.

21. In the present case there is no proof of show cause notice or nothing given to the workman by the management regarding committing of indiscipline on his part. There is also no formal letter of termination/removal issued to the workman the law is very clear that if a workman is guilty of any kind of indiscipline he must be afforded a reasonable opportunity to explain the circumstances and workman must be issued show cause notice/ memo. There is no mention of the dates during which the workman remained absent from duty and performed work in private bungalows. Shri Surender Kumar Meena MW1 has also admitted this fact that no memo or show cause notice was issued to the workman in this regard. He had virtually admitted that the workman was removed from the service without any notice and no such show cause notice is required as workman is a daily wager.

22. It is apposite to mention here that even a casual wager or a daily wager also falls within the definition of the workman as defined under section 2(s) of the Act. This view has been taken in several cases the Hon'ble Apex Court and specific reference can be made to the case of Devender Singh Vs. Municipal Council, Sanaur AIR 2011 SCC 2532 wherein, while discussing ambit and scope of the definition of workman under section 2(s) of the Act it was held as under:

"The source of employment, the method of recruitment, the terms and conditions of employment/contract of service the quantum of wages/pay and the mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of section 2(s) of the Act. The definition of the workman also does not make any distinction between full-time and part-time employee or a person appointed on contractor basis. There is nothing in the plain language of section 2 (s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole-time job is a workman and the one employed on temporary, part-time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. wherein, while discussing the ambit and scope of under section 2 (A) of the Act."

23. In view of the legal position discussed above, it is crystal clear that the workman herein, was a workman at all the material time and for his removal a show cause notice under section 25 (F) of the Act or one month salary. In lieu of notice was required to given to such workman, which admittedly was never done by the management. Since the removal/termination of the workman herein, is against the mandatory section 25 (F) of the Act as such the action of the management is held to be arbitrary as well as illegal.

24. There is nothing in the statement of the claimant that workman is not gainfully employed after his termination nor there is any mention of this fact in his affidavit Ex.WW1/A. In such circumstances the plea of the workman regarding grant of full back wages cannot be accepted. It is appropriate to refer to the decision of Hon'ble Apex Court in Deepali

Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya(D.Ed.) 2013 AIR SCW 5330 (B) : 2013 Lab I C 4249 : 2013 (11) Scale 268. Where it is as under:

“Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averment about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.”

Relief:

As a sequel to my above discussion, termination/removal of the workman by the management is arbitrary and illegal, as such workman is entitled to be reinstated with 50% of back wages from 03.01.2012 i.e. from his termination. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A.C. DOGRA, Presiding Officer

Date : 07.08.2019

नई दिल्ली, 19 अगस्त, 2019

का.आ. 1565.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स समूह के महाप्रबंधक, निदेशक, नेशनल फायर सर्विस कॉलेज, नागपुर और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर-1 के पंचाट (संदर्भ संख्या 62/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.08.2019 को प्राप्त हुए थे।

[सं. एल-42025/03/2019- आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 19th August, 2019

S.O. 1565.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/2018) of the Central Government Industrial Tribunal-cum-Labour Court Nagpur - 1 as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director National Fire Service College, Nagpur & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L-42025/03/2019-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No.CGIT/NGP/62/2018-19

Date: 08.07.2019

Party No.1 : The Director,
National Fire Service College,
Takli Fedder Road, Rajnagar Campus,
Katol Road, Nagpur - 440013

Versus

Party No.2 : Mangesh Kushal Atram,
R/O Byramji Town, Adivasi Nagar,
Gondwana Chowk, Nagpur - 440013

AWARD

(Dated: 08th July, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of National Fire Service College and their workman, Mangesh Kushal Atram for adjudication, as per letter **No.L-42012/120/2018 IR (DU) dated 22.11.2018**, with the following schedule:-

"Whether the demand of Shri Mangesh Kushal Atram worked as driver in the National Fire Service College, Nagpur for reinstatement into service with back wages is just fair and legal? If yes, what relief the said workman is entitled to?"

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due. On 13.02.2018, Smt. Neerja Chaubey, advocate filed vakalatnama for the Party No. 1, but nobody appeared on behalf of the petitioner.

3. After perusal of the records, it appears that, from 12.02.2019 to 17.06.2019, Party No. 2/petitioner neither appeared nor filed statement of claim. On 17.06.2019, advocate for the Party No. 1 filed an application for dismissal of the proceedings, which is marked as I.A. No. 1. It appears from the records that, petitioner/Party No. 2 is not interested to proceed further with this reference. So, application I.A. No. 1 filed by the Party No. 1 is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 19 अगस्त, 2019

का.आ. 1566.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स शिपिंग कार्पोरेशन इंडिया, मुंबई एवं उनके कर्मचारी और अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नं. 2 मुंबई के पंचाट (संदर्भ संख्या CGIT-2/11 of 2019) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2018 को प्राप्त हुआ था।

[सं. एल-42011/238/2018- आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 19th August, 2019

S.O. 1566.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT-2/11 of 2019) of the Central Government Industrial Tribunal-cum-Labour Court-2, Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to The Shipping Corpn. of India, Mumbai and their workmen & Others which were received by the Central Government on 16.08.2019.

[No. L- 42011/238/2018-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI****PRESENT** : M. V. Deshpande, Presiding Officer**REFERENCE NO. CGIT-2/11 of 2019****EMPLOYERS IN RELATION TO THE MANAGEMENT OF
(1) SHIPPING CORPORATION OF INDIA****(2) M/S. KUSHANG SECURITY & HOUSE KEEPING SERVICES PVT.**

The Shipping Corpn. of India,
Shipping House, 245, Madam Cama Road
Nariman Point,
Mumbai – 400 021.

The Director,
M/s. Kushang Security & House Keeping
Services Pvt., 760-Ambika Wadi, Saltpan Rd.,
Wadala [E], Mumbai – 400 037.

**AND
THEIR WORKMEN**

The Org. Secretary, Forward Seaman's Union
of India, 18, IDA Mansion, Gr. Floor, Vaju Kotak
Marg, Ballard Estate,
Mumbai – 400 001.

APPEARANCES:

FOR THE EMPLOYER : No Appearance
FOR THE WORKMEN : Shri M.P. Chaubey, Representative

Mumbai, dated the 25th July, 2019.**AWARD**

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-42011/238/2018 – IR (DU) dated 31.01.2019. The terms of reference given in the schedule are as follows :

“Whether the termination of Sh. Deepak Chandrakant Mahadik w.e.f. 22.05.2017 (deployed through M/s. Kushang Security and Protection Services) by M/s. Shipping Corporation of India is just fair & proper ? If not, what relief the concerned workman is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices.
3. Secretary of the union has filed application mentioning therein that the concerned workman does not wish to proceed further or to prosecute the reference. He is present. He has admitted his signature on pursis.
4. Along with pursis he has submitted the application of the concerned workman who wants to withdraw the reference. Even otherwise no statement of claim is filed by the second party.
5. In view of that the reference is withdrawn and hence disposed off. Hence order.

ORDER**Reference is withdrawn and hence disposed off.**

Date: 25.07.2019

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 22 अगस्त, 2019

का.आ. 1567.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स महाप्रबंधक, दूरसंचार, संभागीय अभियंता टेलीफोन, इंदौर (मप्र) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 24/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुए थे।

[सं. एल-40012/229/2002-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 22nd August, 2019

S.O. 1567.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2004) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to The General Manager, Telecom, Divisional Engineer Telephones, Indore (MP) & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L-40012/229/2002-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/24/2004

Shri Ashok Kumar Navgire,
58, New Palasia Colony,
Yadav Mohalla, Mhow,
Distt. Indore.

...Workman

Versus

Divisional Engineer Telephones,
O/o the General Manager, Telecom,
Old CTO Compound,
Residency Area, Indore (MP)

...Management

AWARD

Passed on this 18th day of July 2019

1. As per letter dated 20-2-2003 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947 hereinafter referred to by word 'Act', as per Notification No.L-40012/229/20002-IR(DU). The dispute under reference relates to:

“Whether the action of the management of Divisional Engineer Telephones, Indore in terminating the services of Shri Ashok kumar Navgire w.e.f. 29-11-88 is legal and justified? If not, to what relief the workman is entitled and from which date?”

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim. According to statement of clam of workman, he was called for post of tea maker in the office of District Manager, Telephones Indore vide letter dated 2-7-85 and was interviewed on 12-7-85. After having selected after interview, he was appointed as tea maker vide order dated 9-8-85 issued by Divisional Engineer (Phones). He continuously and sincerely worked from 9-8-85 till December 1988. When on account of serious illness, he could not attend the office for few days. He sent his leave application on 10-11-1985 on the ground of illness, he surprisingly received a letter dated 7-12-88 informing him that the Department Canteen Committee has taken decision to terminate him from the services of tea maker due to his long absence without notice. The said order of termination is against law on following grounds:-

- (1) That the officer issuing his termination letter was not his appointing authority hence his termination are without jurisdiction.
- (2) The work certificate dated 8-1-96 issued by the management shows that he continuously worked in the department from 9-8-85 to 29-11-88. Hence had attained status of a permanent employee according to Section 25-F of the 'Act'.
- (3) His termination order was in violation of principle of natural justice without issuing him any notice or compensation or enquiry.

He was not given opportunity to explain his absence. His termination is against the provision of Section 25-G of the Act as he had been in continuous employment of the management for a period of more than 240 days in the year preceding his termination. He raised a dispute with Assistant Labor Commissioner. After Failure of Conciliation, the appropriate authority made a reference to this Court under orders of Hon'ble High Court dated 12-1-2004 passed in Writ Petition No. 903/03, preferred by the workman.

3. The workman has prayed for his reinstatement with all backwages and benefits, setting aside his termination.

4. In the written statement of defense preferred by management, Ist ground taken against the claim is that the reference is bad due to delay and laches as the dispute was raised after more than 12 years hence not tenable. The claim that Divisional Engineer (Phones) was the appointing authority of the workman has been denied. Further it has been pleaded that the workman remained absent for 8 days in March 1988, 3 days in April 1988 and whole month of May, June & July 1988 without any notice or any leave sanctioned. He further absented himself for 12 days in August 1988, 12.5 days in September 1988, 7 days in October 1988 without any notice or sanctioned leave. Keeping in view his continuous willful absence, the managing committee of the canteen took a decision to terminate his services in its meeting on 30-11-1988 which was intimated to the workman. Also it was pleaded that the department canteen is run by a Committee. The workman is not in the category of workman as defined in Section 2(S) of the 'Act'. management further denied the allegation that the workman had filed any leave application on 10-11-1985 as alleged by him. Accordingly it has been pleaded that his disengagement is justified in law and fact and the reference is liable to be answered against the workman.

5. At evidence stage, the workman has filed his affidavit corroborating the allegations in statement of claim as mentioned above. He has proved interview letter, work certificate dated 8-1-96. His representation dated 30-11-95, application for condonation of delay filed by him 2-1-02 before the Labor Commissioner. Reply of the management before Labor Commissioner, F.O.C. dated 29-8-02, refusal letter of Central Government to make a reference on the ground of delay dated 28-11-02. Order of Hon'ble High Court passed on Writ Petition directing the Central Government to refer the dispute to the Court Exhibit W-1 to W-10 respectively.

6. Management has filed affidavit of its witness Shri A.K.Saakale and has proved notification dated 11-12-1979, office memorandum dated 24-1-92 minutes of the meeting of Canteen Management Committee, termination letter dated 7-12-88, letter of management Exhibit M-1 to M-6. Management has further filed a letter dated 27-3-02 with annexure showing his presence on different minutes since his engagement till termination and has proved it as Exhibit M-5 & M-6. At stage of argument, none appeared on behalf of workman. No written argument was filed from his side inspite of opportunity given, I have heard argument of Mr. R.S.Khare learned counsel for management and have gone through the records.

7. Following points arise for determination in the present case in the light of pleadings and hearing arguments-

- (1) Whether the termination of services of workman is justified in law?
- (2) Relief to which the workman is entitled?

8. **Point for determination No.1**

Respective pleadings of the parties have been detailed earlier in this judgment on this point. Before entering into merits, relevant points required to be referred which are as follows:-

Section 2(S)-

“workman” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison, or
- (iii) who is employed mainly in a managerial or administrative capacity, or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

Section 25 B:-

Definition of continuous service.- For the purposes of this Chapter,-- (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

9. Admitted case of the parties is that the workman was first appointed on 9-8-85 as tea maker to work in the department canteen. The workman further admits that he was absent during the course of his employment though he submits that he has been in continuous employment for a period of 240 days in the year preceding the date of his termination. There is only a self serving affidavit of workman on this point not supported by any document. According to management, workman absented himself willfully without getting any leave sanctioned for a period as mentioned in the written statement of defense detailed earlier. This fact has been corroborated by management witness in Para 3 of his statement. This statement is further corroborated by a statement showing details of presence of the workman since the date of his engagement till the date of his termination which is proved as Exhibit M-6. According to this document from October 1987 to October 1988, his presence has been as follows:-

October 1987	-	17 days
November 1987	-	23 ½ days
December 1987	-	23 days
January 1988	-	27 days
February 1988	-	24 days
March 1988	-	8 days
April 1988	-	3 days
May 1988	-	Nil
June 1988	-	Nil
July 1988	-	Nil
August 1988	-	18 days
September 1988	-	17 ½ days
October 1988	-	23 days
Total	-	163 days

Total 163 days is below 240 days in continuous service. Hence his disengagement/ termination cannot be held against law.

10. 2nd point raised by management is that the claim of workman is barred by delay and laches because the dispute has been raised after 14 years of termination. The settled position of law on this point is that there is no limitation provided for raising an industrial dispute but the proposition of law crystallized their various pronouncement of Hon'ble Apex Court and High Court that the dispute should be raised within a reasonable time for which the workman has to establish that he had kept the dispute pending before it was raised before the Labor Commissioner. There is nothing on record to show that the dispute was kept alive by the workman at various levels before it was raised before Labor Commissioner hence workman is held guilty and delay and laches on his part in raising dispute. **On the basis of findings, the termination of workman by the impugned order is held justified in law. Point for determination No. 1 is answered accordingly.**

11. **Point for determination No. 2-**

In view of my finding recorded in Point No.1, workman is held entitled to no relief.

12. In the result, award is passed as under:-

- (1) **The action of the management of Divisional Engineer Telephones, Indore in terminating the services of Shri Ashok kumar Navgire w.e.f. 29-11-88 is legal and justified.**
- (2) **Workman is not entitled to any relief.**

Dated:18-7-2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 अगस्त, 2019

का.आ. 1568.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स दूरसंचार जिला अभियंता, दुर्गानगर, विदिशा (मप्र) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 39/98) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुए थे।

[सं. एल-40012/71/1996-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 22nd August, 2019

S.O. 1568.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 39/98) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the Industrial dispute between the employers in relation to The Telecom District Engineer, Durga Nagar, Vidisha (MP) & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L-40012/71/1996-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/39/98

Shri Zafar Baig,
S/o Shri Salim Bais,
R/o Bus Stand, Lateri,
Vidisha (MP)

...Workman

Versus

Telecom District Engineer.
Office of the Telecom District Engineer,
Durga Nagar,
Vidisha (MP)

... Management

AWARD

Passed on this 5th day of July 2019

1. As per letter dated 2-3-98 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of Industrial Disputes Act, 1947, hereinafter referred to by 'Act', as per Notification No.L-40012/71/96-IR(DU). The dispute under reference relates to:

“Whether the action of the management of Telecom District Engineer, Vidisha in terminating the services of Shri Zafar Baig, S/o Shri Salim Baig w.e.f. 16-5-94 is justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Workman filed his statement of claim. In his statement of claim, workman alleged that he was appointed as technician by S.D.O. Phones, Telephone Exchange Vidisha on 16-11-92 on fixed payment of Rs.1480 per month. He remained on that post till November 1993 when he was transferred to Lateri Telephone Exchange Vidisha and worked at Lateri till date of his removal from services which is 16-5-94. Hence, he was in continuous employment of the management since 16-11-92 to 16-5-94, thus entitled for regular employment and gained status of a workman as defined in the 'Act'. He was removed on 16-5-94 by serving on him a letter by lineman mentioning that he has been removed by J.T.O.. No order of removal was served on him but he was stopped from working. According to the workman, his removal from service was illegal as persons appointed after him were retained in service. Shri Bhaiyalal, who was Junior to him in service was retained. The workman had continuously worked within the said period. He was removed without notice or compensation hence his removal is against law, workman has prayed for his reinstatement with backwages and all benefits setting aside his removal.

3. In this Written Statement of defense, management has denied that workman was ever appointed on fixed wages on the post of technician. It was further pleaded that the workman did not have qualification required for the post of technician. S.D.O. Phones is not the appointing authority of technician. Workman never worked continuously since 16-11-92 to 16-5-94 hence he was not entitled for regularization as a permanent employee. He was not qualified to be appointed as technician. His disengagement is not against law. Accordingly it has been prayed that reference be answered against workman.

4. In his rejoinder, workman has reiterated his allegations as stated in statement of claim.

5. At stage of evidence, workman has examined himself on oath and proved Exhibit w-1(25 pages-photocopy of attendance register), Exhibit w-2 (27 pages-demand notes from November 1983 to April, 1994- all photocopies). It requires to be mentioned here that the workman had filed an application directing the management to produce the original documents of the documents mentioned above filed by him to which management has objected with the case that no such document is available in their office as documents are very old.

6. Management has examined its witness Mohan Singh Divisional Engineer and Raj Kumar Narang SDO who had been cross examined by workman. Management has proved Exhibit M-1 which is admitted by workman.

7. At stage of argument, none was present from side of workman hence argument of Shri R.S.Khare learned counsel for management were heard. In spite of opportunity given, no written argument was filed from the workman side.

8. On perusal of record in the light of rival argument, following points come up in this case for determination-

- (1) **Whether the workman had been in employment of the management for a period of 240 days or more in the year preceding the date of his disengagement**
- (2) **Whether the disengagement of workman is justified in law**
- (3) **Whether the workman is entitled to any relief.**

9. **Point for determination No.1-**

The rival pleadings of the parties have been detailed on this point earlier in this judgment. Learned counsel for management has relied on case –

Batala Coop.Sugar Mills Ltd Vs Sowaran Singh 2005(8)SCC 481 in which it has been held that the onus to prove the fact of 240 days of continuous service, lies on workman. It is for the workman to adduce evidence apart from examining himself or filing an affidavit to prove the said factum. Such evidence may be in form of receipt of salary or wages or record of his appointment or engagement for that period. The settled preposition of law is also that factum of 240 days of continuous service is to be proved by workman. Workman has filed photocopy of documents and proved it by way of secondary evidence under the permission of my learned predecessor. In his application seeking production of its original documents, management has stated in its reply dated 16-2-2017 supported with affidavit of Shri Anil Kumar Jain, Divisional Engineer dated 10-2-2017 that as per rules, since the documents sought to be summoned are more than 5 years old, their original is not available with the department. The document Exhibit W-1 is the Attendance Register which is from November 1992 to December 1993 which goes to show that the workman has made his presence along with the other workman during this period. The other document is log book exhibit W-2 which is of 1992 and 1993 which shows the works done by present workman on day to day basis during this period. Another document Exhibit W-3 is from November 1993 to April 1994 which is demand note for various telephone connections signed by the present workman. These documents, original of which admittedly not available with the office of management, supported by the un oath statement of workman wherein he has supported his allegations make the case of workman more credit worthy. In his cross examination by management, workman has admitted that he had not filed any formal application for employment. No written or oral test was conducted. He also admits that he had no diploma of electrician also that he was appointed on oral orders. He was paid on the basis of days he worked.

10. As against this, there is statement of two witnesses from the side of management one is Raj Kumar Narang who was posted as SDO in Vidisha at the time of filing his affidavit on 12-4-19. He has admitted in his cross examination that he was not in department during the relevant period of 1992 to 1994. He has knowledge about the case from the case record. His statement that the workman has not worked with the department is on the basis that there is no document available. He has pleaded ignorance that a worker named Bhaiyalal is still working. He admits that he cannot say with certainty that the workman has worked with the department within the period 16-11-92 to 16-5-94 because no document is available. The other witness of management Shri Mohan Singh Divisional engineer has also admitted in his cross examination that he was never posted at the place where the workman claims himself to be engaged. He did not see the attendance register of 1992 of the said place. He admits that no notice or compensation was given to the workman at the time of his disengagement.

11. Hence the comparative study of the oral statement and documents referred to above leads to inference that the evidence of workman on this point is more reliable than that of management. **Accordingly, the case of workman that he was in continuous engagement of management for a period of more than 240 days in the year preceding date of his disengagement is held proved and Point No.1 is answered accordingly.**

12. **Point for determination No. 2**

In the light of findings recorded on Point No.1, keeping in view the admitted fact that no notice or compensation was granted to the workman on his disengagement, **his disengagement is held violative of Section 25-G,F of the 'Act'.** Point No.2 is answered accordingly.

13. **Point for determination No. 3**

In the light of findings recorded above, the question now arises is as to what relief workman is entitled? Learned counsel for management has referred to case

Assistant Engineer, Rajasthan Development Corporation and Another Vs Giram Singh reported in 2013(5) SCC-136. In this case, it has been laid down that the distinction should be drawn between daily rated worker and a worker holding regular post. The Apex Court has referred to various decisions and has laid down that in case of daily wagers, compensation could be an alternative relief.

In another case **2006(4)SCC-1, Secretary State of Karnataka versus Umadevi and others** referred to by learned counsel for management, it has been laid down that persons not appointed as per rules like daily wagers etc are not entitled to regularization but this case is not on industrial adjudication rather it relates to civil posts hence doesnot held relevant.

In case **MP State Agro Industries Vs S.L.Pandey 2006(2)SCC** also laid down the principle as mentioned in Gautam Singh's Case (Supra).

14. Testing the case of the present workman in the light of principles of law, as laid down in the referred cases, and keeping in view the settled facts that workman did not have any qualification of electrician, he was not a regular appointee, reinstatement will not be a proper relief to him rather he may be awarded compensation.

15. In the light of facts and circumstances in the case in hand, a compensation of Rs.40,000/- will meet the ends of justice in my view. Accordingly, the workman is held entitled to compensation Rs. 40,000/-. Point No.3 is decided accordingly.

16. In the result, award is passed as under:-

(1) **The action of the management of Telecom District Engineer, Vidisha in terminating the services of Shri Zafar Baig, S/o Shri Salim Baig w.e.f. 16-5-94 is unjustified and illegal.**

(2) **Workman Shri Salim Baig is entitled to compensation Rs.40,000/-.**

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

Dated: 5.7.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 अगस्त, 2019

का.आ. 1569.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स निदेशक, नवोदय विद्यालय समिति, नई दिल्ली और अन्य एवं उनके कर्मचारी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 261/99) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2019 को प्राप्त हुआ था।

[सं. एल-42012/24/1999-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 22nd August, 2019

S.O. 1569.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 261/99) of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur, as shown in the Annexure, in the Industrial dispute between the employers in relation to Director, Navodaya Vidyalaya Samiti, New Delhi & Others, and their workmen which were received by the Central Government on 16.08.2019.

[No. L- 42012/24/1999-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/261/99

Shri Dinesh Kumar Sharma,
S/o Prabhudayal Sharma,
R/o Post Office, Jaura Allapur Road,
Jaura,
Distt. Morena (MP)

...Workman

Versus

Director,
Navodaya Vidyalaya Samiti,
Deptt. Of Education, A-36,
Kailash Colony,
New Delhi.

...Management

AWARD

Passed on this 19th day of July 2019

1. As per letter dated 22-7-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947, hereinafter referred to by word 'Act' as per Notification No.L-42012/24/99/IR(DU). The dispute under reference relates to:

"Whether the action of the management of Director, Navodaya Vidyalaya Samiti in terminating the services of Shri Dinesh Kumar Sharma is legal and justified? If not, to what relief the workman is entitled?"

2. After receiving reference, notices were issued to the parties. Ist party workman filed statement of claim. According to the statement of workman, he was first appointed as a peon on casual basis as daily wager since the date of establishment September 1988 and has been worked continuously on this post as a daily wager peon till 30-4-98. He was terminated from service under an oral order of Principal of College which is against law as violative of Section 25-F,G & H of the 'Act'. It has been further alleged that he had completed 240 days of continuous service in the year preceding the date of his termination. He was not given any notice or compensation. Accordingly, it has been prayed that he be reinstated with all backwages and benefits and be regularised on the said post.

3. In its statement of defense, management has first taken preliminary objection of lack of jurisdiction of this court on the ground that the dispute is cognizable by Central Administrative Tribunal. The allegation of the workman that he had been in continuous employment of the management for a period of 240 days in the year preceding the date of his termination has also been denied and it has been prayed that the reference be answered against workman.

4. At stage of evidence, workman Dinesh Sharma filed his own affidavit but did not turn up for cross examination hence his evidence was closed.

5. Workman side filed photocopy of documents but did not proved it hence these documents cannot be read in evidence. No witness has been examined on behalf of management.

6. At the time of argument, Mr. Shailendra Pandey, Advocate appeared on behalf of workman. On his request, he was given opportunity to file written argument. Argument of Mr., Arun Patel for management have been heard and records have been perused by me.

7. After perusal of record in the light of rival argument, following points come up for determination in the case in hand:-

- (1) Whether the present dispute is not cognizable by this Court?
- (2) Whether the disengagement of workman is justified in fact and law?
- (3) Relief, if any, to which the workman is entitled?

8. **Point for determination No. 1**

Learned counsel for management has referred to circular issued by Government of India dated 17-12-98 published in Part-II section 3 of the Gazette of India. According to this notification of Government of India, in exercise of the powers conferred by sub section 2 of Section 14 of Administrative Tribunals Act 1985 (Act No.13 of 1985) has satisfied on 1-1-99 as the date on and from which the provision of sub section 3 of Section 14 of the said Act shall apply to the organization mentioned in the list with the notification. Navodaya Vidyalaya Samiti is at Sl.No.35 of the list. Thus the argument of learned counsel for management that the dispute is cognizable by Central Administrative Tribunal and not by this Court, has substance and has to be accepted. Accordingly it is held that the dispute is not cognizable by this Court. Point No.1 is answered accordingly.

9. **Point for determination No. 2**

Section 25-F,G,H & Rule 77, 78 of the 'Act' require to be referred here and are being reproduced as follows:-

25F. Conditions precedent to retrenchment of workmen.- No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a)

the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

25G. Procedure for retrenchment.- Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

25H. Re-employment of retrenched workmen.- Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen] who offer themselves for re-employment shall have preference over other persons.

Rule 77. Maintenance of seniority list of workmen:-The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

78. Re-employment of retrenched workmen:-(1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefor, to the address given by him at the time of retrenchment or at any time thereafter : Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior most retrenched workmen in the list referred to in rule 77 the number of such senior most workmen being double the number of such vacancies: Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen:

1[Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.] (2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule: Provided that the provisions of this sub-rule need not be complied with by the employer in any case where intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

The burden of proving the fact of continuous employment for a period of 240 days or more in the year preceding the date of his termination lies on workman. Photocopy of documents, filed by workman have not been proved. Workman has not turned up for cross examination hence his affidavit cannot be looked into in his favor. **There is nothing on record to prove the fact of continuous employment of the workman for a period of 240 days or more in the year preceding the date of his termination is not proved, his disengagement is held justified in law and fact.**

10. **Point for determination No. 3**

In the light of findings recorded above, workman is held entitled to no relief.

11. In the result, award is passed as under:-

- (1) **The action of the management of Director, Navodaya Vidyalaya Samiti in terminating the services of Shri Dinesh Kumar Sharma is legal and justified.**
- (2) **Workman is not entitled to any relief.**

Dated:19.7.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 22 अगस्त, 2019

का.आ. 1570.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स मेनन और पाई प्रमुख RED, भारतीय दुर्लभ पृथ्वी लिमिटेड, उद्योग मंडल, केरल, और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 26/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 17.06.2019 को प्राप्त हुआ था।

[सं. एल-42011/97/2016-आईआर (डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 22nd August, 2019

S.O. 1570.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/2016) of the Central Government Industrial Tribunal-cum-Labour Court Ernakulum, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Deputy Commissioner, Navodaya Vidyalaya Samithi, Secunderabad & Others, and their workmen which were received by the Central Government on 17.06.2019.

[No. L- 42011/97/2016-IR (DU)]

V. K. THAKUR, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULUM****Present:** Shri. V. Vijaya Kumar, B. Sc, LLM, Presiding Officer(Monday the 10th day of June 2019/ 20th day of Jyaishta, 1941)**ID No. 26 of 2016**

Union : The Regional President
Navodaya Vidyalaya Samithi
Employees Welfare Association
Regional Executive Committee
Kandiyoor, Mavelikkara
Alleppey – 690103.

In person

Managements : 1. The Deputy Commissioner
Navodaya Vidyalaya Samithi
Regional Office
1-1-10/3, S.P.Road
Secunderabad – 500003

2. The Commissioner
Navodaya Vidyalaya Samithi
B-15, Institutional Area
Sector 62, NOIDA(U.P.)
Pin-201309

By M/s. Dhandapani Associates

This case coming up for final hearing on 07.05.2019 and this Tribunal-cum-Labour Court on 10.06.2019 passed the following.

AWARD

In exercise of the powers conferred by clause (d) of Sub-section (1) and sub-section 2(2A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-42011/97/2016-IR(DU) dated 15.09.2016 referred the following dispute for adjudication by this Tribunal.

2. The dispute referred is;

“Whether the proposed action of the management of M/s. Navodaya Vidyalaya Samithi in re-fixing the rates of wages of 14 Matrons in the state of Kerala at Rs.7500/- per month and their refusal to implement the revised minimum rates of wages applicable to the Matrons, i.e., Rs.350/- per day incurring them substantial monetary loss is fair and justifiable? If not what relief they are entitled to?”

3. According to the union, the management of Navodaya Vidyalaya Samithi vide letter No. 1-35/NVS(HR)/Estd.II/2013-14 dated 03.01.2013 proposed to re-fix the remuneration of Matrons at Rs.7500/- consolidated per month. Prior to the said re-fixation, the Matrons were paid minimum wages fixed by the Labour Department of the concerned state government vide their office letter no.1-136/NVS(HR)2010-11 dated 27.12.2010 and 1-35/NVS(HR)/2012-13/703 dated 21.05.2012. The minimum wages fixed by the Labour Department of the State Government was Rs.350/- per day vide Kerala State Government Notification dated 2.3.2011. Accordingly the Matrons of Kerala Navodaya Vidyalaya Samithi were paid the minimum wages at par with the employees in the state Government.

On re-fixing the honorarium at Rs.7500/- per month the Matrons ended up drawing less than what they were getting earlier. This anomaly was brought to the notice of the managements through various letters.

4. As per the recruitment rules for the post of Matrons in Navodaya Vidyalaya Samithi the post of Matrons is Group “C” and mode of appointment is on contract basis. Hence the Matrons appointed in Jawahar Navodaya Vidyalayas of Kerala are entitled for a minimum wage of Rs.350/- per day with effect from 01.04.2011. Hence the subsequent reduction in wages to consolidated remuneration of Rs.7500/- per month is irregular, illegal and arbitrary.

5. The Assistant Commissioner (Estd-II), Navodaya Vidyalaya Samithi vide its communication no.2-7/2016-NVS(Estd.III)/1345 dated 16.11.2016 directed on Deputy Commissioners to pay minimum wages for the post of Group D, ECP and Matrons in Jawahar Navodaya Vidyalayas on daily wage basis at Central Government/State Government rate whichever is higher. However that decision was not implemented by regional officers. The wages of Matrons fixed by the state government of Kerala on daily wage basis is Rs.600/- per day or Rs.16,200/- per month vide Government of Kerala notification no.GO(P)No.28/2016/Fin. dated 26.02.2016. Further the monthly wages is revised as Rs.16,500/- per month.

Hence the Matrons in Kerala region are entitled to a minimum wage of Rs.350/- per day with effect from 01.04.2011 and Rs.16,500/- per month with effect from 01.04.2016.

6. The managements 1 & 2 entered appearance but failed to file any counter in spite of giving many opportunities to file the same.

7. On 04.12.2018 the matter was posted finally for written statement on the part of managements. There was no representation on either side. Hence the matter was posted on 28.01.2019 for the written statement of the management. There was no representation from either of the parties and no written statement was filed on behalf of the managements. Hence the managements were called absent and set exparte. The matter is adjourned and posted for the evidence of the union on 13.03.2019. There was no representation on 13.03.2019 for either of the parties. Hence the matter is finally adjourned to 07.05.2019 for hearing the union. Even on 07.05.2019 there was no representation from the union as well as from the management.

8. It is felt that neither the union nor the management is interested in pursuing the reference.

In the result an award is passed holding that there is no merit in the claim of the union that the 14 Matrons working in the state of Kerala are entitled to the minimum rate of wages notified by the Government of Kerala.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Assistant, transcribed and typed by him, corrected and passed by me on this the 10th day of June 2019.

V. VIJAYA KUMAR, Presiding Officer

APPENDIX

Witness for the union	-	Nil
Witness for the Managements	-	Nil
Exhibits for the union	-	Nil
Exhibits for the Management	-	Nil

नई दिल्ली, 22 अगस्त, 2019

का.आ. 1571.—राष्ट्रपति, श्री अशोक कुमार सिंह, पीठासीन अधिकारी, केन्द्रीय सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय सं. 2, चंडीगढ़ को दिनांक 07.08.2019 से छः माह की आगे की अवधि तक अथवा नियमित आधार पर पद के भरे जाने तक अथवा अगले आदेशों तक जो भी पहले हो पीठासीन अधिकारी, केंद्र सरकार औद्योगिक अधिकरण-सह-श्रम न्यायालय सं. 1, चंडीगढ़ के पद का अतिरिक्त प्रभार सौंपते हैं।

[सं. अ-11016/04/2017-सीएलएस-II]

संजीव नंदा, अवर सचिव

New Delhi, the 22nd August, 2019

S.O. 1571.—The President is pleased to extend the period of additional charge of the post of Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh entrusted to Shri Ashok Kumar Singh, Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court No. 2, Chandigarh for a further period of six months with effect from 07.08.2019 or till the post is filled up on regular basis, or until further orders, whichever is the earliest.

[No. A-11016/04/2017-CLS-II]

SANJEEV NANDA, Under Secy.

नई दिल्ली, 22 अगस्त, 2019

का.आ. 1572.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 32/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.08.2019 को प्राप्त हुआ था।

[सं. एल-12011/9/2004-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 22nd August, 2019

S.O. 1572.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2004) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bangalore as shown in the Annexure, in the industrial dispute between the management of Canara Bank and their workmen, received by the Central Government on 22.08.2019.

[No. L-12011/9/2004 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
BANGALORE**DATED : 13TH AUGUST 2019**PRESENT** : Justice Smt. Ratnakala, Presiding Officer

CR 32/2004**I Party**

The State Secretary,
Canara Bank Employees Union,
C.S. Sadan, II floor,
No. 88, J.C. Road,
Shell House,
BANGALORE – 560002.

II Party

The Management,
Canara Bank,
Head Office, No. 112,
J.G. Road, P.B. No. 6648,
Bangalore – 560 002.

Appearance

Advocate for I Party : Mr. N.S. Narasimha Swamy

Advocate for II Party : Mr. T.R.K. Prasad

AWARD

The Central Government vide Order No. L-12011/9/2004-IR(B-II) dated 02.06.2004 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute Act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the management of Canara Bank is justified in denying regularisation of services of Sh. Channavekataiah, Part-time employee of Suggenahalli Branch w.e.f. 27.08.1998? If not, what relief the workman is entitled to and from which date?”

1. The claim of the 1st Party as demonstrated by his claim statement is,

He was engaged as a Daily wager at Suggenahalli Branch of 2nd Party prior to 13.05.1986. His name was referred by Employment Exchange Office in the year 1982. He has worked continuously since, 1978 and continues to work as part time employee in 1/3rd scale. He has worked for more than 240 days in 1988; he is entitled to be listed for absorption of sub-staff on the basis of seniority. His name should have been included in the list of daily wagers for absorption of sub-staff on the basis of seniority in the Bank but they have listed the name of similarly placed worker by name Sh. Siddarajachari, 1st Party is discriminated in the matter.

2. The 2nd Party countered the claim on the ground that, the Bank engages the daily wagers in the leave vacancy of sub-staff and also when there is temporary increase in work load. The Daily Wagers have to fulfil certain requirement regarding their qualification and age; the Employment Exchange shall sponsor their name; the names of eligible candidate after interview is maintained in a panel of Daily wagers district wise and they are absorbed as regular staff. The 1st Party workman was never engaged as Daily wager nor empanelled as Daily wager.

At the relevant time one Sh. T. Nagarajan working as Daily wager at Suggenahalli Branch, he was supposed to visit the Branch daily and ascertain as to availability of work but he was irregular in calling on the Branch every day; during the absence of the regular staff 1st Party workman used to be engaged to perform a specific job; on completion of the job his engagement used to come to an end; he was appointed as PTE on consolidated wages at V G Doddi Branch w.e.f 29.01.1990. Since, he did not confirm the eligibility norms for panelment as a Daily wager his request is not considered. His name is not sponsored by Employment Exchange.

As per records, he worked only for 138 days at the Branch. His eligibility to seek absorption to sub-staff as and when his terms comes, is subject to availability / declaration of vacancy, his seniority etc., provided he is in the panel of Daily wager maintained at district wise. Since, he was over aged, though his name was recommended by Bank it was not considered for selection of panel of Daily wagers. At his request he was appointed as PTE on consolidated wages and on 1/3rd scale wages w.e.f 27.08.1988, inclusion of the name of Sh. Siddarajachari in the panel of Daily wagers was as per the Award passed by this Tribunal in CR No. 17/1997; the circumstances relating to Sh. Siddarajachari is different and cannot be compared with that of the 1st Party workman.

3. On completion of the pleadings, the 2nd Party adduced evidence through Manager HRM Rural. He placed his evidence by way of affidavit reiterating the Counter Statement averments. There was no cross-examination of the witness by the 1st Party; there is no rebuttal evidence from his side. In fact, on an earlier occasion on his failure to prosecute his claim, this Tribunal rejected the reference vide Award dated 12.01.2005. The Miscellaneous Application filed by him thereon was allowed and the original reference was restored. However, this time also he has shown his non inclination to prosecute his case. The 2nd Party by way of pleading and evidence has established that he was not qualified to be brought on the list of the empanelled Daily wagers. Under this circumstance, it is irresistible to endorse the action of the 2nd Party in denying regularisation of service of 1st Party workman Sh. Chennavekataiah, Part time employee of Suggenahalli branch w.e.f 27.08.1988.

AWARD**The reference is rejected.**(Dictated to o/s LDC, transcribed by her, corrected and signed by me on 13th August, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 22 अगस्त, 2019

का.आ.1573.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नागपुर के पंचाट (संदर्भ सं. 18/2016-17) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/49/2016-आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 22nd August, 2019

S.O. 1573.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2016-17) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Nagpur as shown in the Annexure, in the industrial dispute between the management of Indian Overseas Bank, and their workmen, received by the Central Government on 22.08.2019.

[No. L-12012/49/2016 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE**BEFORE SHRI S.S. GARG, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No.CGIT/NGP/18/2016-17

Date: 04.07.2019

Party No.1 : The Chief Regional Manager,
Indian Overseas Bank,
Regional Office, Nirmala Apartment,
Nawab Layour, Tilak Nagar,
Nagpur.

Versus

Party No.2 : Shri Manik M. Meshram
Jasrana Apartment, 3rd Floor (9-B),
Near Sukhkarta Hotel, Darwa Road,
Yavatmal (M.S.) – 445001.

AWARD(Dated: 04th July, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Indian Overseas Bank and their workman, Shri Manik M. Meshram for adjudication, as per letter **No.L-12012/49/2016 (IR (B-II) dated 11.07.2016**, with the following schedule:-

“Whether the action of the management of Indian Overseas Bank in awarding punishment of compulsory retirement from service and denial of Pension to Shri Manik M. Meshram is legal, justified and proper? If not, what relief he is entitled to?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due. Petitioner did not file statement of claim. On the contrary,

management filed authorization of Mr. Chandrakant P. Nanawe and also filed an application to dismiss the reference, which is marked as I.A. No. 1. Notice to I.A. No. 1 was also issued, but nobody appeared on behalf of the petitioner, so no progress was taken place. It shows that, petitioner is not interested to proceed further in this reference, so I.A. No. 1 is allowed. Hence, it is ordered:

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 22 अगस्त, 2019

का.आ. 1574.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ सं. 23/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 22.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/6/2008—आईआर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 22nd August, 2019

S.O. 1574.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 23/2008) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Bangalore as shown in the Annexure, in the industrial dispute between the management of Andhra Bank and their workmen, received by the Central Government on 22.08.2019.

[No. L-12012/6/2008 - IR(B-II)]

SEEMA BANSAL, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

DATED : 06TH AUGUST 2019

PRESENT : Justice Smt. Ratnakala, Presiding Officer

CR 23/2008

I Party

Sh. R. Dichandra,
No. 264, 4th Cross Pragthipura
Banashankari,
Kanakapura Main Road,
Bangalore - 560078.

II Party

The General Manager (P),
Andhra Bank, Zonal Office,
1st Floor, Zenith Chambers,
4/1, Anjaneya Swamy Temple Street,
Wilson Garden,
Bangalore - 560 027.

Appearance

Advocate for I Party : Mr. Katta Venkata Ratnam

Advocate for II Party : Ms. K. Subha Ananthi

AWARD

The Central Government vide Order No. L-12012/6/2008-IR(B-II) dated 19.03.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of management of Andhra Bank, Zonal Office, Bangalore, Karnataka in removing Shri. R. Dichandra, Ex-Temporary Sub-staff w.e.f 07.03.2005 and deletion from the empanelment and absorption panel meant for the temporary candidates in subordinate cadre is legal and justified? If not, to what relief the applicant workman is entitled?”

1. The case of the 1st Party workman is, he was working as temporary employee with the 2nd Party from 14.01.1999 to 06.04.2005 intermittently. At the instance of the 2nd Party a Criminal Case was registered against him and he is acquitted of the charges from the said case. After the judgment of the Criminal Court he approached the 2nd Party seeking to regularise him in service. He has put in service of more than 240 days and entitled for regularisation of service, but same is denied without issuing any notice and without conducting enquiry.

2. The 2nd Party countered the case of the 1st Party in their statement on following lines: -

The recruitment of Officer and Clerical Cadre category used to be done by Banking Service Recruitment Boards. The recruitment of Subordinate and Part-time Sweeper category was through District Employment Exchange concerned, after vacancies are identified in the Branches. The candidates sponsored by Employment Exchange were selected after due process. The Government of India, Ministry of Finance in consultation with Ministry of Labour worked an approach paper to address the Industrial Disputes raised by temporary employees seeking regularisation. Accordingly, a detailed approach paper dated 16.08.1990 was issued by Government of India, as per this scheme temporary employees who had put in minimum service of 90 days or more during the period 01.01.1982 to 31.12.1989 are to be kept on a panel and their cases to be considered for absorption as and when permanent vacancy are identified by the Bank, within the norms prescribed and subject to statutory requirements of reservation policy.

3. It is further contended by the 2nd Party that in regard to the above, press notifications dated 28.10.1991 and 31.10.1991 were issued calling for applications from the temporary employees who had put in minimum service of 90 days or more in the Bank during the period 01.01.1982 to 31.12.1989. After collection of the applications a settlement was entered into with the recognised union as regards to the modalities of their empanelment and their regularisation. Accordingly, panels of temporary employees who were engaged between 01.01.1982 to 31.12.1989 and who had responded to the above press notifications and who had put in minimum service of 90 days during the above period and whose name were cleared by Directorate General of Employment and Training, New Delhi were prepared. This was done to regulate the engagement of temporary sub-staff and for their eventual absorption as and when the permanent vacancies arise in the said cadre in the order of seniority. Accordingly, 1st Party was also kept in the panel of temporary sub-staff; he was given appointment in leave / temporary vacancy for specific period as and when they arose in the Branches of the Bank in Bangalore City on rotation along with other candidates. He was appointed as sub-staff on temporary basis at Jayanagar Branch, Bangalore City. It came to notice that he fraudulently withdrew Rs. 67,000/- from the current deposit Account No. 668 of a customer on 14.03.1999. The holder of the Account was maintaining the Account in the name of M/s Creative Investments, she was issued cheque book containing 100 leaves with the numbers 355001 to 355100 on 22.01.1999. The 1st Party while putting the seal of the Bank on each leaf of the cheque book issued to her, fraudulently removed one leaf bearing no. 355085 and had drawn Rs. 67,000/- using the said cheque leaf by forging the signature of the Account Holder. During March 1999 Smt. Revathi on coming to know of the withdrawal of the amount from her Account on 14.03.1999, reported the matter to the Manager of the Branch and Siddapura Police Station, the Police registered a Crime against the 1st Party and filed charge sheet against him in respect of the offence u/sec 361, 468, 471 and 420 of I.P.C. in the Court of 2nd ACMM, Bangalore and the case was registered as C.C No. 5084/2000. In view of his involvement in the crime in terms of clause 8(g) of the settlement dated 09.01.1995, his name was removed from the panel on issuing the show cause notice dated 08.11.2000. Because of the misdeed of the 1st Party Bank was compelled to reimburse Rs. 67,000/- to the Account Holder. His acquittal from the Criminal Case does not confer right on him for inclusion of his name in the panel. He has not put in 240 days of service in 12 consecutive calendar months at any point of time. Departmental Enquiry is not held since he is not a permanent workman. He is not entitled for any relief much the less regularisation of his service.

4. Evidence is adduced by both the parties.

On behalf of the 1st Party a Senior Manager (Law) H.R Department was examined. The Memorandum of Settlement between the Bank and All India Andhra Bank Award Employees Union is marked as Ex M-2. It is a Tripartite Settlement before Assistant Labour Commissioner (Central) Hyderabad. The 1st Party workman during his cross examination unequivocally admits the suggestion that in the year 1999 he worked for 28 days and in the year 2004 for 18 days and in the year 2005 for 60 days; he has not worked for 240 days in any year, his service used to be availed whenever the permanent employees proceeded on leave.

5. Parties are not on issues regarding the appointment of the 1st Party workman as a temporary employee, his empanelment in accordance with the terms of the Tripartite Settlement, his involvement in a Criminal Case and the final acquittal from the criminal charges. The only underlining question here is his entitlement for empanelment and regularisation of service. On his own showing he was initially appointed as temporary sub-staff on 14.01.1999 and worked intermittently upto 06.04.2005. At no point of time he has served continuously for a period of 240 days qualifying for the term continuous service contemplated by section 25-B of 'the Act'. He has not acquired any right against 2nd Party. His involvement as an accused in a Criminal Case and subsequent acquittal from the charges do not weigh upon, to benefit him in any manner specifically to seek regularisation. As such the benefits of the tripartite settlement is in respect of those temporary candidates who are engaged by the Bank between 01.01.1982 to 31.12.1989.

It is not his case that he had worked at any time in the above period qualifying for empanelment. Even if he is empanelled since he is engaged for a short term whenever need arose, there is no question of termination or denial of employment. The point for reference sent for adjudication sounds that he was an empanelled sub-staff and his name was subsequently deleted, when he does not qualify to be empanelled under the terms and conditions of the Tripartite Settlement there is no question of deletion of his name from the panel also. Since he is not a permanent employee there was no need for the management to issue notice on the alleged charges and hold enquiry. The claim lacks merits, no flaw can be found on part of the 2nd Party in discontinuing his name from the *empanelment and absorption panel*.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 06th August, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 23 अगस्त, 2019

का आ. 1575.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार महाराष्ट्र ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 11/2012-13) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.08.2019 प्राप्त हुआ था।

[सं. एल-12012/19/2012-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 23rd August, 2019

S.O. 1575.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2012-13) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur as shown in the Annexure, in the industrial dispute between the management of Maharashtra Gramin Bank and their workmen, received by the Central Government on 23.08.2019.

[No. L-12012/19/2012-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOURT COURT, NAGPUR

Case No.CGIT/NGP/11/2012-13

Date: 19.07.2019

Party No.1 : The Chairman,
Maharashtra Gramin Bank,
H.O. Shivaji Nagar,
Distt. Nanded (MS).

Versus

Party No.2 : Shri Bhagwan Krishnaji Deshpande,
R/o B-106, Om Residency,
Opp. Samarth School,
Sangale Galli,
Ahmednagar-414001.

AWARD

(Dated: 19th July, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of Maharashtra Gramin Bank and their workman,

Shri Bhagwan Krishnaji Deshpande for adjudication, as per letter No.L-12012/19/2012 IR (B-I) dated 18.07.2012, with the following schedule:-

“Whether the action of the management of Maharashtra Gramin Bank in imposing the punishment of removal from service upon Shri Bhagwan Krishnaji Deshpande vide their order dated 10.03.2010, is legal and justified? To what relief the workman is entitled?”

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due. On 16.10.2012, petitioner was filed a statement of claim on 11.02.2013 and rejoinder on 10.03.2014 and management i.e. party no.1 filed written statement on 02.08.2013. After that no progress is taken place.
3. Management filed pursis (I.A.No.2) on 21.06.2018 and application (I.A.No.3) on 20.11.2018 to close the reference, petitioner Bhagwan Krishnaji Deshpande died on 18.09.2014. Application on behalf of LR's was filed on 13.01.2015 but after that, their advocate and parties are not appears so, LR's of decease not taken on record. This Tribunal issued notice to the LR's on 21.09.2018 for the further date of 20.11.2018.
4. On the perusal of the record, it appears that, petitioner is not interested to proceed this reference. So, I.A.No.2 and 3 is allowed. Hence it is ordered.

ORDER

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 23 अगस्त, 2019

का आ. 1576.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बंगलोर के पंचाट (संदर्भ संख्या 43/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/135/2000-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 23rd August, 2019

S.O. 1576.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2006) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 23.08.2019.

[No. L-12012/135/2000-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

DATED : 06TH AUGUST 2019

PRESENT : Justice Smt. Ratnakala, Presiding Officer

CR 43/2006

I Party

1. Sh. Subramani,
S/o Sh. Chikkanarayanappa,
R/o Bovi Colony, Chintamani,
Kolar District - 563125.

II Party

The Managing Director,
State Bank of India,
Head Office,
Kempegouda Road,
Bangalore (Karnataka) - 560009.

2. Sh. P. Ramasubba Reddy,
S/o Late Sh. Papanna,
C/o S. Venkatanarayana Raju,
N.R. Extension, Behind Anjaneya
Reddy Choultry, Chintamani,
Kolar District - 563125.
3. Sh. Dinesh Kumar C.S,
S/o C.P. Suryanarayana Rao,
R/at Ramakrishna Road, Srinivasapura Taluk,
Kolar District - 563135.
4. Sh. J. Shivashankar Rao,
S/o Late Jaganath Rao,
Behind Municipal Quarters,
Malur, Kolar District - 563130.
5. Sh. Chowda Reddy,
S/o Venkatarayapa,
Santa Bazar, Battakalahalli, Chintamani Taluk,
Kolar District - 563125.
6. Sh. B. S. Shanmugananda,
S/o B.T. Satyanarayana Shetty,
Battalahalli, Chintamani Taluk,
Kolar District - 563125.
7. Sh. M. Balanjaneya,
S/o Munivenkatappa,
Ambedkar Palya, Srinivasapura Taluk,
Kolar District - 563135.
8. L. Mannoji Rao,
S/o Lingoji Rao,
Golarangappa Street,
Malur, Kolar District - 563130.

Appearance

Advocate for I Party : Mr. S. Ramesh
Advocate for II Party : Mr. N. Venkatesh

AWARD

The Central Government vide Order No.L-12012/135/2000-IR(B-I) dated 19.10.2006 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of State Bank of Mysore, Chinthamani Branch, Kolar Distt. in terminating the services of S/Shri Subramani S/o Shri Chikkanarayanapa; P. Ramasubba reddy S/o Shri Papanna; Dinesh Kumar S/o Shri C.P. Suryanarayana Rao; J. Shivashankar Rao S/o Late Shri Jaganath Rao; Chowda Reddy S/o Shri Venkatarayapa; B.S. Shanmugananda S/o Shri B.T. Satyanarayana Shetty; L. Manmmoji Rao S/o Lingoji Rao, M. Balanjaneya S/o Shri Munivenkatappa is justified? If not, what relief the persons concerned are entitled to?”

1. The claim of the workmen that they are appointed as Sub-Staffs on even dates in the Branches of the 2nd Party. They have served the 2nd Party ranging from 10 years to 16 years. The workmen at Sl. No. 2 to 7 namely Sh. P Ramasubba Reddy was refused employment on 29.03.1996, Sh. Dinesh Kumar C.S in the year 1999, Sh. J Shivashankar Rao during December 1998, Sh. B S Shanmugananda on 31.05.1999, Sh. Balanjaneya during 1994 and Sh. Chowda Reddy on 26.05.1999. Relief is not pressed in respect of workman at Sl. No. 1 Subramani. They had rendered unblemished service with the 2nd Party; their request for employment was not considered; they had worked continuously for more than 240 days before they were refused employment. The refusal of employment without

following the mandatory requirement of section 25-F of 'the Act', is void ab-initio. They were called for interview by the 2nd Party Management and they were listed in the panel prepared by the Bank. They are discriminated by the Bank by refusing employment, while others in the panel list are continued.

2. The counter case of the 2nd Party is, the 1st Party workmen were given work temporarily whenever the permanent workmen went on leave or when there is some urgent work during Account closing etc. Whenever permanent post fell vacant applications were called for from the aspirants and also from the temporary workmen who have put in not less than 240 days of continuous service in a block of 12 months. The 1st Party workmen were also called for interview but were not selected. All other allegations of the 1st Party are incorrect.

3. Both parties have adduced evidence. The 1st Party workmen examined themselves as WW-1 to WW-6. The rebuttal evidence was led in by MW-1 to MW-4.

4. Learned counsel for the 1st Party workmen in his written arguments submits that 2nd Party has not produced documents which now they contend to have been destroyed; they have not shown in which year the wage register and attendance register of the workmen was destroyed. Immediately after their termination in the year 1998 they have challenged the action of the 2nd Party before the Conciliation Officer. In spite of pendency of the dispute the 2nd Party could not have destroyed the documents; they are suppressing the documents and not allowing the workmen to prove their case. The muster roll / register which are in the possession of the 2nd Party would have been the best evidence. The 2nd Party since failed to produce the same an adverse inference shall be drawn against them. No documentary evidence is produced by them to establish that the workmen have worked whenever permanent employee went on leave. The work performed by them is perennial in nature. As per the Bipartite Settlement 2nd Party has to maintain the panel list of employees and preference shall be given to those employees at the time of appointment. Mr. J. Shivashankar and Mr. P. Ramasubba Reddy were listed in the panel and the name of Mr. J. Shivashankar was sponsored by Employment Exchange, he also had attended the interview. The 2nd Party cannot go against their own Bipartite Settlement. Hence their action in refusing work amounts to illegal termination.

5. Sh. NV for the 2nd Party points out from records that not only the workman at Sl. No. 1 has not prosecuted his claim, the workman at Sl. No. 5 has expired and his legal heirs are not brought on record. Out of six workmen two were not tendered for cross examination though their examination in chief evidence was submitted. There is undue delay in raising the dispute, none of them had worked for 240 days and no document is produced by them substantiating their claim about rendering continuous service of more than 240 days in a Calendar year. On their own showing they are refused employment at different period ranging from 1994 to 1999. They had filed an application calling upon the 2nd Party to produce Attendance Register from 1985 to 1998, Payment Register from 1985 to 1998, and Sub-Staff panel list maintained by the Bank. On the submission of the 2nd Party that they were only required to maintain the records for 10 years upto 2003. As per the Circular of the Head Office they had already destroyed the documents and this Court considering the circumstances disposed off their application without any direction. The 1st Party workmen having failed to establish that they had served continuously for more than 240 days in a calendar year, they are not entitled for any relief even if they are refused employment.

6. Admittedly out of the seven 1st Party workmen, the workman at Sl. No. 1 Sh. Subramani has not prosecuted his claim, out of the remaining workmen at Sl. No. 5 Sh. Chowda Reddy is expired. Not only his legal heirs have not come forward to prosecute the case of the deceased but also there is no evidence from other WWs in support of the dispute raised by him. The workman at Sl. No. 3 Sh. Dinesh Kumar C.S since did not tender for cross examination now his case is out of purview of the reference. The Higher Courts have over and again remained the Tribunals that the scope of reference cannot be enlarged for extraneous reasons. The referred issue presupposes that the workmen were terminated from service, neither the appointment order nor the termination order is produced by any of them, they are passing on the responsibility of production of documentary proof on the 2nd Party pertaining to their continuous service. The very fact that the 2nd Party was called upon to produce these documents only in the year 2010 was a sufficient excuse to say that all the records were destroyed in accordance with the procedure.

7. Though much is said about not selecting the workman at Sl. No. 4 Sh. J Shivashankar Rao to the permanent post that is not the issue referred for adjudication to this Tribunal. It is an admitted fact that all of them have worked as temporary employees and their services were not regularised at any point of time. The workman Sh. J Shivashankar Rao in his examination in chief evidence had alleged of discrimination, that few of the employees who were working with him are continued whereas he alone is refused employment. However, during cross examination it emerged that those temporary employees had worked for more than 240 days in a year. He had applied when applications were called for recruitment and absorption of temporary employees but was not selected.

8. On behalf of the 2nd Party they have produced documents Ex M-1 and Ex M-2 pertaining to the workman Sh. P. Ramasubba Reddy which demonstrates that at no point of time he has worked for more than 240 days in a calendar year at Chintamani Branch. Ex M-3 series pertaining to Sh. C.S Dinesh Kumar and Sh. M Balanjenaya / workman at Sl. No. 3 show that he has worked between 1998 to 2002 for 419 days only, at Srinivasapura Branch and Sl. No. 7 has

worked between 1985 to 1994 for 249 days only, at Srinivaspura Branch. As per Ex M-4 series Sh. J Shivashankar Rao workman at Sl. No. 4 has not rendered qualifying service i.e. 'continuous service' contemplated by sec 25-B of 'the Act'. As per Ex M-5 series workman at Sl. No. 6 Sh. B.S Shanmugananda and the deceased workman Sh. Chowda Reddy at Sl. No. 5 have also not completed tenure of 240 days at any point of time. The 2nd Party is a Nationalised Bank and the Official witnesses cannot be suspected of fabricating these documents. The 1st Party workmen since not shown to have worked for more than 240 days in any calendar year there is no obligation on the 2nd Party to comply the mandatory procedure of section 25-F of 'the Act'. No illegality can be attributed on the part of the 2nd Party for refusing employment / terminating the workmen.

AWARD

The reference is rejected.

(Dictated to o/s Steno, transcribed by her, corrected and signed by me on 06th August, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 23 अगस्त, 2019

का आ. 1577.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या 62/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.08.2019 को प्राप्त हुआ था।

[सं. एल-12011/28/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 23rd August, 2019

S.O. 1577.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 23.08.2019.

[No. L-12011/28/2014- IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR

NO. CGIT/LC/R/62/2014

General Secretary,
Dainik Vetan Bhogi Bank Karmchari Sangathan.
F-1, Tripti Vihar,
Opp. Engg. College,
Ujjain (MP)

...Workman/Union

Versus

Chief General Manager,
State Bank of India,
LHO. Hoshangabad Road,
Bhopal.

...Management

AWARD

Passed on this 8th day of July 2019

1. As per letter dated 3-7-2014 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 hereinafter referred to by word 'Act', as per Notification No.L-12011/28/2014-IR(B-I). The dispute under reference relates to:

“Whether the action of the management of State Bank of India in terminating the services of workman Shri Sushil Singh Bais w.e.f. 1-10-10 is legal and justified? To what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Workman filed statement of claim. In his statement of claim, workman stated that he was appointed in the extension counter of State Bank of Indore in the RTO branch Indore under Yeshwant Road branch of State Bank of Indore on the post of peon under an oral order of the Manager on 1-10-04 to be paid wages Rs.60/- per day. Since then the workman has been continuously in service till date of his termination on 1-10-210. Thus has completed more than 240 days of continuous service in the year preceding the date of his termination. He was not served any notice nor was he given any compensation. Hence his termination is against law being violative of Section 25-F & 25-G because he had obtained status of permanent employee as defined in Section 25-B of the ‘Act’. workman has accordingly prayed for his reinstatement with backwages and benefits setting aside his dismissal and has also prayed for his regularization on the post of peon.

3. In the written statement of defense filed by management, it has been pleaded that the management Bank with the sanction of Central Government and in consultation with Reserve Bank entered into negotiation for acquiring the business including assets and liabilities of State Bank of Indore and after sanction by Central Government to the acquisition vide notification dated 25-7-2010 which came into force on the expiry of 30 days i.e. on 27-8-2010. The business as well as assets and liabilities of State Bank of Indore merged into State Bank of India. According to the clause 7 & 8 of the notification, terms and conditions with regard to permanent officers/ employees of the erstwhile State Bank of Indore were provided. According to these terms and conditions, benefits were to be given only to the permanent officer and officials and not to daily wagger engaged on temporary basis hence even if the workman had worked with State Bank of Indore, he was not entitled to any benefit under the said notification and continuous in service. Furthermore, the management has denied the allegation of workman that he was ever appointed as peon at the extension counter of the previous bank i.e. State Bank of Indore and was paid any wages for this. also denied that he had completed 240 days continuous service in the erstwhile Bank in the year preceding the date of his termination. Accordingly, it was pleaded that his disengagement is not faulted in law. Management requested the reference be answered against the workman.

4. At stage of evidence, workman filed his affidavit as his examination in chief but never turned up for cross examination hence his evidence was closed by my learned predecessor. A bunch of photocopy of documents were filed by workman which were not admitted by management and not proved by workman hence they cannot be read in evidence. No evidence from the side of management was filed.

5. I have heard argument of Shri Ram Nagwanshi Union representative appearing on behalf of workman and Shri Ashish Shrotri learned counsel for management and have also gone through the written argument filed by workman side as well the records of the case. From the perusal of record in the light of rival argument, following points come up for determination:-

(1) **Whether the action of the management of State Bank of India in terminating the services of workman Shri Sushil Singh Bais w.e.f. 1-10-10 is legal and justified?**

(2) **To what relief the workman is entitled to?**

6. **Point for determination No 1.**

The settled proposition of law is that the onus of proving the factum of permanent employment for a period of 240 days or more lies on workman. In the case in hand, workman has miserably failed to discharge this onus. His affidavit cannot be read in evidence because he did not appear for cross examination by management. The photocopy of documents filed by him cannot be read in evidence because they have not been proved according to law hence holding that the continuous employment of present workman for a period of 240 days or more in the year preceding the date of his alleged disengagement is not proved. The disengagement is held justified in law.

7. **Point for determination No. 2**

In the light of findings recorded in Point No.1, workman is not entitled to any relief.

8. In the result, award is passed as under:-

(1) **The action of the management of State Bank of India in terminating the services of workman Shri Sushil Singh Bais w.e.f. 1-10-10 is legal and proper.**

(2) **Workman is not entitled to any relief.**

9. Let the copies of the award be sent to the Government of India, Ministry of Labor & Employment as per rules.

Dated: 8.7.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 23 अगस्त, 2019

का आ. 1578.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर पश्चिम रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या 1/2019) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.08.2019 प्राप्त हुआ था।

[सं. एल-41012/26/2018-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 23rd August, 2019

S.O. 1578.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/2019) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Jaipur as shown in the Annexure, in the industrial dispute between the management of North West Railway and their workmen, received by the Central Government on 23.08.2019.

[No. L-41012/26/2018-IR(B-1)]

B. S. BISHT, Under Secy.

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

सी.जी.आई.टी. प्रकरण सं. 1/2019

राधामोहन चतुर्वेदी

पीठासीन अधिकारी

रेफरेन्स नं. L-41012/26/2018-IR(B-I) दिनांक 24/12/2018

श्री विजय सिंह पुत्र स्व. श्री सोहन पाल कोहली

प्लॉट नं. 50, सरस्वती नगर, धोला भाटना रोड़,
अजमेर राज. 302017

बनाम

- मुख्य कारखाना प्रबन्धक
लोकल एवं डिजल वर्कशॉप,
उत्तर पश्चिम रेलवे, अजमेर
- उपमुख्य इन्जीनीयर कैरिज वर्कशॉप,
उत्तर पश्चिम रेलवे नगर, अजमेर

प्रार्थी की तरफ से : कोई नहीं

अप्रार्थी की तरफ से : श्री पूर्णेन्द्र शर्मा —अधिवक्ता के प्राधिकार पर श्री एल.पी. सिंघल एडवोकेट

: अधिनिर्णय

दिनांक : 15.07.2019

- श्रम मंत्रालय भारत सरकार, नई दिल्ली द्वारा दिनांक 24.12.2018 को निम्नांकित विवाद औद्योगिक विवाद अधिनियम 1947 की धारा 10 (2ए) तथा 1 (d) के अन्तर्गत प्रदत्त शक्तियों के प्रयोग में इस अधिकरण को अधिनिर्णयन हेतु प्रेषित किया गया :

“Whether the action of the management of the Chief Workshop Manager, Loco and Diesel Workshop, North West Railway, Ajmer & Others in giving punishment of stoppage of increment for one year with future effect vide order dated 26.3.2014 to Shri Vijay Singh S/o Late Shri Sohan Pal Kohli, k Fitter Grade-II is legal and justified? If no, then to what relief applicant Shri Vijay Singh S/o Late Shri Sohan Pal Kohli, Fitter Grade-II is entitled to and from which date?”

2. उपर्युक्त विवाद प्राप्त होने पर अधिकरण द्वारा उभयपक्ष को रजिस्टर्ड डाक से सूचना पत्र प्रेषित किये गये। प्रार्थी को यह निर्देश दिये गये कि वह अपने दावे का अभिकथन 28.3.2019 को प्रस्तुत करें।
3. दिनांक 28.3.2019 को प्रार्थी विजय सिंह को दिये गये रजिस्टर्ड नोटिस की प्राप्ति उसे 1.3.2019 को ही हो जाने के उपरान्त भी वह अधिकरण के समक्ष उपस्थित नहीं हुआ जबकि विपक्षीगण की ओर से श्री पूर्णेंद्र शर्मा एडवोकेट उपस्थित हुये। अधिकरण द्वारा न्यायहित में प्रार्थी को दावे का अभिकथन प्रस्तुत करने हेतु एक अवसर देते हुए 25.6.19 तिथि नियत की गई। किन्तु 25.6.19 को भी प्रार्थी की ओर से कोई उपस्थित नहीं हुआ और न ही अनुपस्थिति का कोई कारण किसी भी माध्यम से अधिकरण के समक्ष प्रस्तुत किया गया।
4. इस स्थिति में यह प्रकट होता है कि प्रार्थी अकारण ही अपने दावे का अभिकथन अधिकरण के समक्ष प्रस्तुत नहीं करना चाहता है अथवा अब उसे विपक्षीगण के विरुद्ध संदर्भित विवाद के सम्बन्ध में कोई अनुतोष प्राप्त नहीं करना है।
5. प्रार्थी के दावे के अभिकथन के अभाव में संदर्भित विवाद का अधिनिर्णयन सम्भव नहीं है। इसलिये श्रम मन्त्रालय भारत सरकार नई दिल्ली द्वारा प्रेषित विवाद में याची स्वयं के असहयोग के कारण अधिनिर्णयन नहीं किया जा सकता है।

आदेश

6. अधिनिर्णय तदनुसार पारित किया जाता है। श्रम मन्त्रालय द्वारा इस मामले में न्यायनिर्णयन हेतु संदर्भित विवाद का उत्तर उपर्युक्तानुसार दिया जाता है।
7. अधिनिर्णय की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जावे।

राधा मोहन चतुर्वेदी, पीठासीन अधिकारी

नई दिल्ली, 23 अगस्त, 2019

का आ. 1579.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कर्नाटका ग्रामीण बैंक प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाट (संदर्भ संख्या 08/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.08.2019 को प्राप्त हुआ था।

[सं. एल-12025/01/2019-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 23rd August, 2019

S.O. 1579.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 08/2014) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Bangalore as shown in the Annexure, in the industrial dispute between the management of Karnataka Gramina Bank and their workmen, received by the Central Government on 23.08.2019.

[No. L-12025/01/2019-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT BANGALORE

DATED : 26TH JULY 2019

PRESENT : Justice Smt. Ratnakala, Presiding Officer

I.D No. 08/2014

I Party

Sh. Subbegowda,
S/o Madegowda,
Chikkati, Gundlupet Taluk,
Chamarajnagar District

II Party

1. The Management of
Karnataka Gramina Bank,
CA-20, Vijayanagar 2nd stage,

Mysore – 570017.

2. The Hon'ble Chairman,
Karnataka Gramina Bank,
CA-20, Vijayanagar 2nd stage,
Mysore – 570017.
3. The Branch Manager,
Udboor Branch,
Karnataka Gramina Bank,
Mysore Taluk - 570008

Appearance

Advocate for I Party : Mr. D.R. Vishwanath Bhat

Advocate for II Party : Mr. Ramesh Upadhyaya

AWARD

1. It is a petition filed by individual workman seeking for an order of reinstatement, back into service with continuity of service and back wages and consequential relief.

The case of the Petitioner/ 1st Party workman is, he was appointed by the Respondent as Messenger cum Sweeper in the Bank w.e.f. 03.01.1992 on daily wage basis; he worked continuously for more than 240 days in a year till 2013. Vide a circular 223/2013-2014 dated 28.12.2013, the Messenger cum Sweepers who were working from the last 10 to 15 years were given employment, but he is refused regularisation, thereby Bank has violated Schedule V of the I.D Act and he is discriminated. He is refused employment w.e.f. 18.11.2013; he is physically handicapped person and purely depending upon the earnings from the Bank. He is not getting any income from other sources.

2. The claim is countered by the 2nd Party on the ground that, he was never on the roll of the 2nd Party Bank either temporarily or permanently. He was not called for any interview nor given any employment; he was only engaged for sweeping for daily wages for a few days. He was engaged temporarily for sweeping the premises of the Bank. The documents produced by him along with the claim petition are not admitted. The claim allegations are denied.

3. On the rival pleadings my learned predecessor has framed following issues: -

- (i) "Whether the 1st Party has been refused from providing employment w.e.f 18.11.2013 by the 2nd Party Management?"
- (ii) "Whether the 1st Party has proved the existence of valid grounds for his w.e.f. 18.11.2013?"
- (iii) "Whether the 2nd Party is justified in refusing to provide employment for the 1st Party w.e.f. 18.11.2013?"
- (iv) "Whether the action of the 2nd Party in denying the employment to the 1st Party for the post of Sweeper Cum Messenger is legal and justified, if not, what are the reliefs the 1st Party is entitled to get?"

Since the first issue is sufficient to adjudicate the lis between the parties, I hold that the issues 2, 3 and 4 are redundant.

4. The 1st Party workman has placed his evidence by way of affidavit, reiterating his claim allegations. Among other things he has averred in the affidavit to the effect that the 2nd Party Management failed to implement the provision of the Provident Fund and Misc. Act 1952 for all the employees concerned and he raised the dispute before the Authority under section 7-A of the Act, wherein the detailed enquiry was held and the Management was ordered to pay both the employer and employee contribution within 15 days from the date of enquiry proceedings under section 7-C of the Act. The Management is advised to pay a sum of Rs. 87,351/- (Eighty seven thousand three hundred and fifty one Rupees only) to his account otherwise Management will be liable for recovery of dues under section 8-B of the said Act. The 2nd Party called for the post of Messenger cum Sweeper from the public vide notification dated 03.02.2011. They have also called for the post of Messenger cum Office Attendant and Multipurpose through Employment Exchange and notified the vacancy. During enquiry before the Enforcement Officer of Provident Fund Organisation under section 7A of the E.P.F & M.P Act, the Management admitted that he had worked with them for more than 15 years; some of the ex-colleagues who approached the Hon'ble High Court of Karnataka, now regularised in service. He has worked for 24 years without break in service, his candidature is discriminated with malafide intention, and he is unemployed.

5. Rebuttal evidence was adduced through the Chief Manager of the Kaveri Grameena Bank who reiterated the counter statement allegation, he has averred in his affidavit evidence that, 1st Party worked for 27 days in 2001, 36 days in the year 2002, for 22 days in the year 2003, 45 days in the year 2004, 113 days in the year 2005, 18 days in the year 2006, 14 days in the year 2007, 19 days in the year 2008, 45 days in the year 2009, 9 days in the year 2010, 30 days in the year 2011, 13 days in the year 2012, 32 days in the year 2013 and he has not worked for 240 days in any calendar year.

6. Admittedly, the Management has not produced documentary proof about the number of days the 1st Party received wages from them. There is no documentary proof from the 1st Party also for receiving wages from the 2nd Party for number of days he claims to have worked with the 2nd Party.

Going by the Ex W-8, it is the order passed by Regional Provident Fund Commissioner-II, EPFO, Sub Regional Office, Mysore, in the matter of determination of Provident Deposit Link, Insurance Fund and Employees' Pension Fund Contributions and Administrative Charges due from M/s Kaveri Grameena Bank (2nd Party). It emanates from this order that on the complaint of the 1st party workman herein, that the Employer has failed to remit contribution (Provident Fund) as per Sec 6 r/w Sec 2(b) of the Miscellaneous Provisions Act, 1952. The Commissioner initiated enquiry under Section 7-A of the above act. After a full-fledged enquiry and on procuring report from the Enforcement Officer, inferred that "..... Sh. M Subbegowda was employed by the Branch Managers of M/s Kaveri Grameena Bank, in different Branches and Master and Servant relationship existed among them and he was an indeed employee falling within the definition of Section 2(f) of the EPF and MP Act, 1952..... Sh. Subbegowda is an employee who is to be extended with EPF benefits". The Learned Commissioner assessed the contribution, both Employers and Employees share commencing from December 1991 to November 2013 at Rs. 87,351/- (Eighty seven thousand three hundred and fifty one Rupees only) on account of non-enrolment of Sh. Subbegowda for the above period. There is no evidence that said order was challenged in the Higher Forum or it was set aside by Competent Authority. When it is noticed that neither of the Parties have produced documentary Proof about payment / non-payment of wages pertaining for the disputed period, Ex W-8 is the sole over weighing document for the 1st Party.

7. In his affidavit evidence, the 1st Party workman claims that he has worked from 03.01.1992 upto 18.11.2013. During his cross examination he gives the breakup period of his service:

From 09.12.1991 to 30.04.2010 at Begur Branch, from 03.05.2010 to 14.06.2011 at Bichannahalli Branch, from 15.06.2011 to 03.09.2012 at Begur Branch, and from 05.09.2012 to 17.12.2013 at Udboor Branch. According to him at the oral direction of the Regional Manager over phone to the Branch Manager, he has worked in different Branches.

8. Sh. RU for the 2nd Party relaying on the Judgement of the Apex Court reported in (2012)1 SCC 558, in the matter BSNL vs Mansingh submits that violation of 25-F of the I D Act will not give a right for claiming reinstatement. It is the dictum of Law that in the matter of appointment of employees in the Public Sectors selection must be through notification of the vacancy, calling for applications and on conducting interviews. The very fact, that the 1st Party did not apply for the post establishes that he has filed the false case and trying to get appointment through back door. Even if his petition is allowed, he has to be reinstated as a temporary sub staff which is against the Law laid down by the Supreme Court for absorption of temporary employees in Public sector. The recruitment rules prevailing in the 2nd Party contemplate for appointment, firstly there must be sanction of the vacancy by the Corporate Office and the sanction indent shall be placed with the employment exchange as per the eligibility criteria; on getting list of candidates sponsored by the Employment Exchange, Candidates are interviewed. After Medical examination of the selected candidates, they will be appointed in Bank service on probation. The Tribunals cannot direct regularisation of the temporary employees.

9. In reply, 1st Party relies on the Judgement of the Apex Court in Civil,

- (i) Appeal number 6950/2009 (in the matter of Tamil Nadu terminated full time temporary LIC Employees Association vs LIC of India and others) DD 18.03.2015.
- (ii) Judgement of the Hon'ble High Court in W.P No. 13580/2001, DD 03.03.2006, in the matter of Kaveri Gramina Bank vs Kaveri Gramina Bank and another.
- (iii) Judgment of Hon'ble High Court of Chhattisgarh, Bilaspur in W.P No. 1926/2007.
- (iv) Judgement of Hon'ble High Court of Punjab – Haryana, DD 08.01.2002.

Except the last referred Judgement, the question of reinstatement of a Part time / temporary Employee was not the subject matter before the respective Hon'ble Courts in the above referred Judgements.

10. The matter involved in the Judgement at Serial No. IV was, in an identical situation, the Labour Court rejected the claim of the workman by drawing adverse inference that he failed to summon attendance register, wages register and muster roll etc., to prove that he had completed 240 days in any year. The Hon'ble High Court observed that (in the light of the earlier Judgments and also the Judgement of Apex Court) adverse inference against the workman could not be drawn as the best evidence was available with the Management.....

11. The sole original document produced by 1st Party in support of his service rendered to the 2nd Party is Ex W-1, is the letter addressed to the Manager of Begur Branch by the Senior Manager ratifying his temporary appointment for 2 days between 09.12.1991 to 10.12.1991. It is also indicated in the said letter that permission is granted to engage him on purely temporary basis whenever necessity arises in future (excluding non-business working days). However, the total number of days worked should not exceed 30 days in any circumstances. This document obviously is against his own case. In the absence of the positive documentary evidence by either of the parties pertaining to the number of days of service rendered by the workman, if it is to be presumed that he worked continuously with the 2nd Party from December 1991 to November 2013 (going by the orders passed by the Regional Provident Fund Commissioner as at Ex W-8), question that still remains to be addressed is whether he is entitled for reinstatement?

12. In Haryana Urban Development Authority vs Om Pal reported in (2007) 5 SCC 742, the fact involved was, the workman / a daily wager claimed that he had worked at Sub Division-II for 145 days from October 1994 to February 1995 and another 90 days from March 1995 to July 1995 and the Industrial Court directed his reinstatement on the count that the service rendered by him in both Sub-Divisions can be counted for the purpose of Sec 25-F r/w Section 25-B of the I.D Act. The Apex Court among other things while allowing the Civil Appeal of the employer, among other things observed that, “..... Thus, once two Establishments are held to be separate and distinct having different cadre strength of the workman, we are of the opinion the period during which the workman is working in one established would not envy to his benefit when he was recruited separately in another establishment, particularly when he was not transferred from one division to another...”

13. Further, in the matter of Bharath Sanchar Nigam Limited (Supra) the Apex Court examined the legal position of the Labour Courts awarding reinstatement of casual/ temporary workmen on same post, though it was an instance of retrenchment passed in violation of Section 25(F) Para 4 of the Judgement reads thus,

4. “This Court in a catena of decisions has clearly laid down that although an order of retrenchment passed in violation of Sec 25-F of the Industrial Dispute Act may be set aside but an award of reinstatement should not be passed. This Court has distinguished between a daily wager who does not hold a post and a permanent employee”.

14. Yet, in another Judgement reported in (2007) 1 SCC 408 in the matter of Indian Drugs and Pharmaceuticals Ltd., vs Workman, Indian Drugs & Pharmaceuticals Ltd., (Against the order of the Hon'ble High Court in continuing the service of the temporary employees till their superannuation, and further ordering that if their services are not required they should not be terminated except in accordance with Industrial Law and they shall be paid wages like the regular employees performing the work and duties in the Company), referring to its own earlier Judgements observed thus;

47. “We are the opinion that if the Court/ Tribunal directs that a daily-rated or ad hoc or casual employee should be continued in service till the date of superannuation, it is impliedly regularising such an employee, which cannot be done as held by this Court in Secy., State of Karnataka vs Umadevi (3)⁸ and other decisions of this Court”.

15. A Perusal of matrix at hand, in the light of the principles operating pertaining to reinstatement / regularisation of temporary employees, it emanates that 1st Party workman worked at 3 Branches one after another without appointment letter and without transfer order. The service rendered by him at each Branch for different period may give rise to different cause of action against the respective Branch on illegal refusal of employment/ termination as alleged by him. Off course, he has at his hand an order passed by the Provident Fund Commissioner holding him employee of the erstwhile M/s Kaveri Gramin Bank C/A 20, accountable for default of non-enrolment of 1st Party workman for the period December 1991 to November 2013.

But the provisions of Industrial Dispute Act 1947/ I D Act and Employees' Provident Fund and Miscellaneous Provision Act, 1952 / EPF and MP Act, operate in different spheres. The definition of the workman under the provisions of I D Act 1947 is not synonymous with that of an employee enumerated by definition Clause 2(f) of EPF and MP Act, 1952. Likewise, the definition of the Employer u/sec 2(g) of the I D Act varies from that of the Employer u/sec 2 (e) of the EPF and MP Act. Wherefore, unhesitatingly it may be stated that the findings recorded by the P.F Commissioner has no bearing on the present Industrial Adjudication.

16. His contention that at the oral direction of Regional Manager over phone he worked at different Branches of the 2nd Party does not stand to reason. Going by his own document Ex W-1, it is not the appointment order issued by the 2nd Party No. 1 or 2. He has bailed out the Managers of the previous Branches with whom he allegedly served and arrayed only Manager of Udboor Branch as the third Respondent. On his own showing during cross-examination he worked in

the Udboor Branch between 05.09.2012 to 17.11.2013. His past service if any with the other Branches cannot be counted in the absence of the Managers of Begur Branch and Bichanahalli Branch. Assuming that, he has worked for more than 240 days at Udboor Branch, from 05.09.2012 to 17.11.2013, and illegally terminated / retrenched then also he is not entitled for reinstatement, in view of the present position of Law as ruled by the Apex Court.

For the discussion supra following,

AWARD

The petition is rejected.

(Dictated to o/s L D C, transcribed by her, corrected and signed by me on 26th July, 2019)

Justice Smt. RATNAKALA, Presiding Officer

नई दिल्ली, 23 अगस्त, 2019

का आ. 1580.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पूर्व रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, धनबाद के पंचाट (संदर्भ संख्या 180/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.08.2019 को प्राप्त हुआ था।

[सं. एल-41012/166/1999-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 23rd August, 2019

S.O. 1580.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 180/1999) of the Cent.Govt.Indus.Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of E. Railway and their workmen, received by the Central Government on 23.08.2019.

[No. L-41012/166/1999-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947.

Reference: No. 180/1999

Employer in relation to the management of Eastern Railway, Danapur

AND

Their workman

Present: Shri Dinesh Kumar Singh, Presiding Officer

Appearances:

For the Employers : Shri Sanjay Kumar. Adv.

For the workman. : None

State : Jharkhand.

Industry:- Railway

Dated 28/06 /2019

AWARD

By Order No.L-41012/166/1999 -IR (B-I) dated 09/11/1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub -section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the Management of DRM, E.Railway Danapur in terminating the services of Sri Ahsok Paswan, Traffic substitute w.e.f. 14.7.90 was justified and whether repeated termination of service of workman on various dates from 27.2.74 to 14.7.90 amounts to unfair labour practice? If so to what relief the workman is entitled?”

2. After receipt of the reference, both parties were noticed and both parties appeared for certain dates but subsequently workman left appearing before this Tribunal. Subsequently regd. noticed was issued to the workman but even then no one appeared on behalf of the workman. More over notice of the workman is returned unserved. Case is pending for twenty years.. So, it is felt that workman has lost his interest to resolve the matter. Hence ‘No Dispute’ Award is passed. Communicate .

D. K. SINGH, Presiding Officer

नई दिल्ली, 23 अगस्त, 2019

का आ. 1581.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक आफ हैदराबाद प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 6/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/116/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 23rd August, 2019

S.O. 1581.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 6/2016) of the Cent.Govt.Indus.Tribunal-cum-Labour Court Hyderabad as shown in the Annexure, in the industrial dispute between the management of State Bank of Hyderabad and their workmen, received by the Central Government on 23.08.2019.

[No. L-12012/116/2015- IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT AT HYDERABAD**

Present: Sri Muralidhar Pradhan , Presiding Officer

Dated the 11th day of July, 2019

INDUSTRIAL DISPUTE No. 6/2016**Between:**

Sri P. Suresh Kumar,
S/o Late P. Yadagiri,
R/o H.No.8-1-136/14, Shaikpeth
Post Golconda,
Hyderabad.

... Petitioner

AND

1. The Managing Director,
State Bank of Hyderabad,
Gunfoundry, Hyderabad.
2. The Assistant General Manager,
State Bank of Hyderabad,
Region-1, Prajashakthi Building,

Bagh Lingampally,
Hyderabad.

3. The Branch Manager,
State Bank of Hyderabad,
Barkas Branch, Chandrayanagutta,
Hyderabad.

...Respondents

Appearances:

For the Petitioner : Sri M. Madhusudhan, Advocate

For the Respondent : None

AWARD

The Government of India, Ministry of Labour by its order No. L- 12012/116/2015-IR(B.I) dated 11/12/2015 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 requiring this forum to decide the question:

SCHEDULE

“Whether the action of the management of State Bank of Hyderabad, in termination of Shri P. Suresh Kumar, Temporary Attender from the services is legal and justified? If not, to what relief the workman is entitled to?”

On receipt of the reference this Tribunal has registered and numbered the reference as I.D. No. 6/2016 and issued notices to both the workman and the management. They both appeared before the court and engaged their respective counsels with the leave of the court and consent of either party.

2. The averments made in the claim statement in brief are as follows:

The case of the Petitioner in brief is that, he was initially appointed as an attender (Temporary sub-staff) in the State Bank of Hyderabad, Mallepally branch on 1.1.1989. He worked continuously since then without any break upto 31.12.1994. It is stated that from 1.1.1995 to 15.8.1999 he worked in Saidabad branch and from 16.8.1999 to 31.12.2000 he worked in Dilshukhnagar branch and from 1.1.2001 to 31.12.2009 he worked in Barkas branch. Though the Petitioner worked continuously but he was not given any wage slips, and his monthly wages was paid on vouchers debiting to charges account. It is further stated that while the Petitioner was worked in Saidabad branch he made a representation to the Regional Manager, State Bank of Hyderabad on 31.1.1996 but through the Branch Manager, submitted on letter requesting to absorb the Petitioner on scale wages, and the Branch Manager forwarded the proposal for absorption in consolidated wages to the Assistant General Manager, Region-I, Hyderabad, he gave reply to the Branch Manager on 27.8.1998 advising him to resubmit the proposal by obtaining fresh application from the Petitioner, which was also forwarded to the Assistant General Manager, Region-I, Hyderabad, and the same was forwarded to the DGM, for approval after endorsing as “we recommended to appoint Sri P. Suresh Kumar as consolidated wage Peon.”(the Petitioner). It is also submitted that instead of considering the application of the Petitioner for consolidate wage peon, the Respondent transferred the Petitioner to Dilshukhnagar branch. It is further stated that as the Petitioner had already worked for more than 14 years, he filed WP No.1677 of 2004 before the Hon’ble High Court of A.P., Hyderabad for regularization of his services. But during the pendency of the writ petition the Petitioner was terminated from service illegally with effect from 31.12.2009. The writ petition was disposed off on 20.10.2011 directing the Respondent bank to consider the case of the Petitioner sympathetically on the ground that the Petitioner has worked for sufficiently long time by virtue of the directions issued by the Hon’ble High Court. It is stated that the Respondent bank rejected the request of the Petitioner for reinstatement into service. It is further stated that the Petitioner has approached the Respondent management several times requesting the officials to reconsider his request for reinstatement into service. Though the Petitioner was assured that his request would be considered at an appropriate time, but he was not reinstated into service. It is also submitted that having no other alternative, the Petitioner raised an industrial dispute under Sec.2A(2) of the Industrial Disputes Act, 1947 before the Assistant Labour Commissioner(Central). The conciliation officer conducted several joint meetings and has also admitted the dispute for conciliation and advised the Management to reinstate the Petitioner into service. But, as the Management was not agreed to reinstate the Petitioner into service, the conciliation officer submitted the failure report to the Government of India recommending for reference of the dispute. Accordingly, the Government of India has taken the decision to refer the matter to this Tribunal for adjudication. It is also stated that the Petitioner had worked continuously from 21.1.2004 to 31.12.2009 as an attender in Barkas branch. He was paid an amount of Rs.1500/- per month through daily wage register. He was not given one month notice pay at the time of his termination. He was also not paid any retrenchment compensation. Therefore, the termination effected by the Respondent w.e.f. 31.12.2009 is illegal and violative of Sec.25F, G & H of the Industrial Disputes Act. Accordingly, the termination order is void ab initio. It is further stated that several persons who are

juniors to the Petitioner are confirmed into service and regularised also. It is stated that the Petitioner is unemployed, inspite of his best efforts for alternative employment. The Petitioner and his family are virtually under starvation. Under the circumstances stated above, the Petitioner has prayed this Tribunal to pass an award directing the Respondent to reinstate him into service with full back wages, continuity of service and all other attendant benefits and to pass such other and further order/orders as this court deem fit and proper.

3. In spite of service of notice the Respondents did not attend the court and ultimately the Respondents are set ex-parte vide order dated 10.11.2016.

4. During the course of hearing, the Petitioner workman has been examined himself as WW1 and also proved twenty two documents which have been marked as Exhts.W1 and W22.

5. I have already heard the Learned Counsel for the Petitioner at length and perused the evidence adduced from the side of the Petitioner and the documents relied on by the Petitioner.

6. On perusal of the evidence adduced from the side of the Petitioner workman it is seen that the Petitioner has fully corroborated the facts averred in the claim statement. The documents relied on by the Petitioner i.e., Exhts. W1 and W22 also find support from the evidence of WW1 and from the averments made by the Petitioner in his claim statement. The unchallenged testimony of WW1 coupled with the documentary evidence vide Ex.W1 to W22 well proves the case of the Petitioner workman. It is well established that the Petitioner workman has worked continuously in the Respondents' bank for a period of six year from 1.1.1989 to 31.12.1994. Thereafter he was continued to work in the State Bank of Hyderabad, Saidabad branch continuously from 1.1.1995 to 15.8.1999 for a period of 4 years and 7 months and 15 days. Thereafter, he continued to work for the State Bank of Hyderabad, Dilshuknagar branch continuously from 16.8.1999 till 31.12.2000 for a period of 4 months and 14 days. Thereafter the workman continued to work in the State Bank of Hyderabad, Barkas branch continuously from 1.1.2000 to 31.12.2009 for a long period of 10 years. In over all the workman has put in 21 years of service under the Respondents' Management. But he was terminated illegally. He was not given any pay slip, but his monthly wages were paid vouchers basis by debiting to the charges account. The Learned Counsel for the Petitioner contended that the workman has worked for more than 300 days in each calendar year. The nature of duty of the workman was perennial in nature. The Respondent Management has availed the service of the workman for more than decades on temporary basis which amounts to unfair labour practice on the part of the Respondents. The Learned Counsel for the Petitioner also contended that while the workman was working under the control of the State Bank of Hyderabad, Saidabad branch, he made a representation on 31.1.1996 through proper channel to the Regional Manager, State Bank of Hyderabad, with a request to absorb him in service on minimum scale. The said representation was forwarded by the State Bank of Hyderabad, Saidabad branch, on 28.5.1998 with a proposal for absorption of the Petitioner in consolidated wages to the Assistant General Manager, Region-I, Hyderabad, who gave a reply on 27.8.1998 advising the Branch Manager to resubmit the proposal by obtaining fresh application from the workman. Thereafter the third Respondent again forwarded it to the Assistant General Manager, Region-I, Hyderabad and in turn it was forwarded to the DGM, for approval by endorsing that "we recommended for appointment of Sri P. Suresh as consolidated wage Peon". In spite of such recommendation no action was taken for absorption of the Petitioner as a consolidated wage Peon. He also contended that even the Petitioner has filed WP No.1677/2004 before the Hon'ble High Court, for regularization of his service, while the writ petition was pending before the Hon'ble High Court, the workman was terminated from service on 31.12.2009. Such Act of the Respondent is nothing but victimisation for approaching the Hon'ble High Court for redressal on grievances. It is further submitted that before terminating the services of the workman he was neither given one month notice or notice pay in lieu of one month notice nor retrenchment compensation as stipulated in Section 25-F of the Industrial Disputes Act, 1947. In absence of complying the condition of Section 25F before terminating the services of the concerned workman, the termination is illegal and void ab initio. In spite of the above, the Respondent has also not followed the provision of Sec.25 G and 25 H of the Industrial Disputes Act, 1947, the principle of first come last go and last come first go, re-employment of retrenched employee on opening new branches of the Respondent respectively. The Respondents have not followed the same because the Respondents have retained the juniors to him and on opening new branches the concern workman case was not considered for employment and as such, the order of termination is not only illegal and also against the principles of natural justice. It is further contended that the Hon'ble High Court had directed the Respondents to consider the concern workman case sympathetically on the ground that, he has put in long service, but the Respondents bank did not consider his case to reinstate him into service. The Respondent Management did not consider the case of the Petitioner workman nor preferred to attend the court inspite of receipt of notice. The unchallenged testimony of the workman coupled with the documentary evidence relied on by him vide Exhts. W1 to W22, well proves the case of the Petitioner. Therefore, the Petitioner is entitled to get the relief as claimed in his claim statement. Hence, order.

Result:

In the result, the reference is answered as under:

The action of the management of State Bank of Hyderabad, in termination of Shri P. Suresh Kumar, Temporary Attender from the services is neither legal nor justified. The termination order dated 31.12.2009 is hereby set aside. The Respondent management is directed to reinstate the Petitioner into service with full back wages, continuity of service and all other attendant benefits within a period of four months from the date of receipt of this order.

Award is passed accordingly. Transmit.

Dictated to Smt. P. Phani Gowri, Personal Assistant transcribed by her and corrected by me on this the 11th day of July, 2019.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the
Petitioner

Witnesses examined for the
Respondent

WW1: Sri P. Suresh Kumar

NIL

Documents marked for the Petitioner

- Ex.W1: Photostat copy of representation to ALC(C), Hyderabad dt.23.2.2015
- Ex.W2: Photostat copy of application for absorption dt. 30.1.1996
- Ex.W3: Photostat copy of lr. by R3 to R2 dt.28.5.1998
- Ex.W4: Photostat copy of proposal for absorption in consolidated wages dt.11.7.1998
- Ex.W5: Photostat copy of reply lr. to R3 by R2 dt. 27.8.1998
- Ex.W6: Photostat copy of application for absorption dt. 21.8.1998
- Ex.W7: Photostat copy of lr. by R3 to R2 dt. 9.9.1998
- Ex.W8: Photostat copy of proposal for absorption in consolidated wages dt.11.7.98
- Ex.W9: Photostat copy of recruitment of peons letter dt.22.3.2002
- Ex.W10: Photostat copy of recruitment of peons letter
- Ex.W11: Photostat copy of Petitioner's application for appointment of peons
- Ex.W12: Photostat copy of Petitioner's Transfer certificate from school dt.15.6.1990
- Ex.W13: Photostat copy of conveyance allowance statement at Dilshukhnagar branch dt. 16.8.99
- Ex.W14: Photostat copy of conveyance allowance statement at Barkas branch dt. 2.1.2001
- Ex.W15: Photostat copy of conveyance allowance statement at Barkas branch dt. 21.1.2004
- Ex.W16: Photostat copies of wage payment vouchers dt.10.4.2004
- Ex.W17: Photostat copy of letter from R3 to R2 dt. 13.9.2005
- Ex.W18: Photostat copy of lr. from R3 to R2 dt.14.5.2008
- Ex.W19: Photostat copy of appointment letter of peons dt.2.1.2008
- Ex.W20: Photostat copy of appointment letter of cleaner dt.2.1.2008
- Ex.W21: Photostat copy of lr. submitted by the Petitioner dt.28.3.2008
- Ex.W22: Photostat copy of order in WP No.1677/2004 dt. 20.10.2011

Documents marked for the Respondent

NIL

नई दिल्ली, 23 अगस्त, 2019

का. आ. 1582.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 74/2013-14) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.08.2019 को प्राप्त हुआ था।

[सं. एल-12011/90/2013-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 23rd August, 2019

S.O. 1582.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 74/2013-14) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 23.08.2019.

[No. L-12011/90/2013-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/74/2013-14

Date: 26.07.2019

Party No. 1 : The Regional Manager (Regional Office),
State Bank of India,
Kasat Motors, 1st Floor, Mudholkarpeth,
Amravati – 444601.

Versus

Party No. 2 : The Assistant General Secretary,
State Bank of Karamchari Sena,
C/o State Bank of India,
O & A Department, Zonal Office, Kingsway
Nagpur – 440001.

AWARD

(Dated: 26th July, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) (“the Act” in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of State Bank of India and their Union, State Bank Karamchari Sena for adjudication, as per letter **No.L-12011/90/2013 IR (B-I) dated 03.01.2014**, with the following schedule:-

“Whether the action of the management of State Bank of India, Amravati in denying the claim of overtime allowance of Shri S.P.Mohane, Special Assistant for performing overtime work done on 31.03.2010 at Morshi Branch, Amravati on the direction of the then Branch Manager, is just fair & legal? To what relief the concerned workman is entitled?”

2. On behalf of the Union/petitioner (in short “Union”), Mr. Romil A. Jain, advocate and on behalf of the management i.e. (in short Party No.1), Mr. Dadu Sachdev, advocate filed their vakalatnama. The Union filed statement of claim and Party No.1 filed written statement. This reference was received from ministry, under section 10 of the Industrial Dispute Act, 1947 (in short “The act”).

3. On behalf of the Union, they filed statement of claim by asserting that, Shri S.P. Mohane was working as a Special Assistant with Party no.1. That on 31.03.2010, the said employee was working overtime at Morshi Branch, Distt. Amravati alongwith other employees, as introduced by the then Branch Manager. The normal working hours for employees were till 5.45p.m., but on the date of said incident, the said employee was told that, he was to work till 9.15p.m. The employee had worked 3.30 hours extra and his overtime wages for the said extra time comes Rs. 1400/- approximately.

4. According to the Union, the log in and log out of entire staff can be viewed; the management refused to do the same stating that, the same cannot be generated. Shri Mohane has made various representations vide his letter dated 17.07.2010, addressed to the Branch Manager. According to the Union, without verifying the record, the management is stating that, the said employee did not work overtime, which is illegal and arbitrary. At the end of his retirement, he was tortured and harassed for his hard earned money. It is therefore most humbly prayed that, this Hon'ble Tribunal may kindly be pleased to answer the present reference in favour of the union and employee, Shri S.P. Mohane and give his overtime allowance in the interest of justice.

5. On behalf of the management, W.S was filed through their advocate by admitting that, workman at the relevant time, was working as Special Assistance, having long standing in the Bank, It is also admitted that, District Collector of Amravati, had issued a circular directing to all Banks in the District, to keep open the Branch till 8.30 p.m. on 31.10.2010, for doing Government business and take preliminary objection that, unrecognized union in the bank has raised this dispute and this dispute is not related with more than one worker. According to Party no.1, that cannot be termed as Industrial Disputes, so this reference is not maintainable and denying all material facts, which were raised in the statement of claim.

6. According to the Party No. 1, bank employees are governed by various awards including Desai and Sastri awards and other various Bipartite settlement, but it is denied that, provisions of Bombay Shops and Establishment Act 1948, are applicable to the Bank. According to the Party No.1, workman did not work over time so; he was not paid overtime wages. Moreover bank paid overtime wages to other employees, who performed over time duties. In this way Party No.1 denied prayer clause of the statement of claim in toto. According to the Party No. 1, employee is not at all entitled for any relief as claimed; hence reference may be replied in favour of the Bank and against the workman.

7. By filing counter reply by the Union by admitting that, workman has represented himself individually but the Management of SBI did not respond positively and ignored the legitimate claim of the workman so, Union represent his case before party no.1, but unfortunately it was denied. According to Union, workman was a bonafide member of the Union, it is an industrial disputes so, he raised this dispute through the Union and it is maintainable, because no Union in the Bank are recognize Union and all Union stand on same footing.

8. According to the union, workman could not able to sign the office order dated 31.03.2010, because he was busy at Government counter, as there was heavy rush. Management has also not produced muster roll before this Tribunal and also asserted that, Investigation Officer took evidence of 8 Bank Officers, but their statement are not matching and different version were given by the employees and also denied all the adverse allegations made in reply in W.S.

9. Point for determination:

- i. Whether S.P.Mohane, workman has performed overtime on 31.03.2010?
- ii Whether Party no. 1 was denied his claim illegally?
- iii Whether workman is entitled to any relief ?

Reasons for decision:

10. On behalf of the Union, they argued that, S.P.Mohane was working with Party no.1 i.e. management. On the order of Collector, Branch Manager issued direction for over time to every employee on 31.03.2010, after Bank hours. This order was received by the Branch Manager, but unfortunately petitioner did not sign the letter, but he worked overtime in branch up to 9 p.m. This argument was denied by the Party No. 1. Now, I want to see the evidence of the Union.

11. Petitioner PW-1 in his examination in chief supported the statement of claim and also asserted that, he had signed muster role on 31.03.2010, but Party No. 1 failed to produce the muster role before this Tribunal. He also asserted that, he was busy at the counter due to heavy rush, but he admitted in his cross examination that, he could not recollect his memory too much regarding whole statement of claim. He also admitted that, he has not signed on the statement of claim, but he has signed on evidence on affidavit.

12. Shri S.P.Mohane(PW-1) asserted that, he passed B.A. in the year 1975-76. He knows the rules and regulations and service condition applicable to him. Mr. A.M. Kamble, the Branch Manager of Morshi branch, on 31.03.2010, had no enmity with him. He was retired on 31.03.2010, but in para no. 15 of his cross examination, he admitted that, he does not know, whether Sastri Award or Desai Award is applicable to Bank employees. He did not know how many Unions are working in the Bank. He does not know that, this circular dated 31.03.2010 was circulated to every employee of the branch, but he worked overtime on the direction of the Branch Manager. He also admitted that, he didn't mention the rate of overtime in statement of claim, but according to him, he worked up to 9 p.m. on that day.

13. On behalf of the Party No. 1, it was argued that, Party No. 1 conducted an investigation regarding over time of the employee for the date of 31.03.2010, but none of the employees has stated that, workman was present in the branch

till 9 p.m. or he performed overtime duties at that day. To support the defence, Party No. 1 examined Mr. Prakash Subhash Singh, Branch Manager of SBI. He admitted that, at the time of incident, he was not posted at that branch, but he has knowledge about this case, on the basis of bank record.

14. According to MW-1, at the time of incident, Mr. Patil was the Branch Manager of Morshi branch, but he is not certain that, Mr. Kamble was Branch manager on the date of incident. According to him, circular was signed by Mr. Mahajani. He also admitted that, Party No. 1 had not initiated any disciplinary enquiry against Mr. Mohane for his alleged misconduct or insubordination. He also admitted that, every employee has to sign and endorse the muster roll at the time of entering and leaving the bank premises. He also admitted that, Mr. Mohane had endorsed that, he left the branch at 9 p.m. in muster roll.

15. Shri Prakash Singh (MW-1) is not sure that, whether computer login and logout system was prevailing at the time of the incident or not. On behalf of the Union, it was argued that, they asked to Party No. 1 to submit the computer report of 31.03.2010, wherein log in and logout of entire staff can be viewed, but Management refused to do the same stating that, the same cannot be generated. On the contrary Party No. 1 raised the defence that, the workman signed the muster roll on next day in absence of the Branch Manager, but that defence has not been taken in written statement. So, according to the Union, this defence is after thought.

16. Party No. 1 filed pursis (I.A.No.3 & 4) regarding further cross examination of the petitioner i.e. they want to ask some another questions, which were decided on 16.04.2018 and after that, rest of cross examination of the workman was continued on 16.04.2018. In this way Party no. 1 failed to prove that, in what way they are prejudice in taking their defence. On the contrary, both the parties did not examine independent witnesses in regard to their respective claim/defence.

17. On perusal of the statement of both the parties, it appears that, they are not coming in Tribunal with clean hand. Both parties did not try to settle their claim even direction of the Tribunal, but learned advocate for the Party No. 1, Shri Dadu Sachdev has offered to pay Rs. 1400/- to the workman, but he did not agree and replied that, he wants justice. On perusal of the statement of Shri Prakash Singh (MW-1), it appears that, he is not sure that, who was the Branch Manager posted there or who signed on the circulation letter dated 31.03.2010 of over time or login and logout system was prevailing in the branch at that time. It shows that, Shri Prakash Singh (MW-1) is not sure about the circumstances under which this incident occurred. So, evidence of the union appears to be more reliable in comparison to Party No.1's evidence.

18. On going the above discussion, I come to conclusion that, the workman failed to prove that, he worked overtime from 5.45 p.m. to 9.15 p.m., but it appears that, he did overtime near about two and half hours. So, wages for overtime is worked out to Rs. 1000/- and in my opinion, he is also entitled for Lumpsum compensation of Rs. 5000/- for mental agony and court expenses. In total, he is entitled for Rs. 6,000/-. Hence, it is ordered:

ORDER

The action of the management of State Bank of India, Amravati in denying the claim of overtime allowance of Shri S.P.Mohane, Special Assistant for performing overtime work done on 31.03.2010 at Morshi Branch, Amravati on the direction of the then Branch Manager, is not just, fair & legal and the workman is entitled for Rs. 6000/- (Rupees six thousand only) as a final relief. Party No. 1 should comply the order within one month from the date of publication of this award in official gazette, failing which, workman is entitled for interest of 6% per annum from the date of dues amount. The workman is not entitled for any other relief.

S. S. GARG, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1583.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 124/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/36/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1583.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 124/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Serve Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/36/2015-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT: SH. A.K. SINGH, PRESIDING OFFICER

ID No. 124/2014

Registered on:-17.03.2015

Smt. Sita Tiwari, W/o Sh. Rakesh Tiwari, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon (HR)

...Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
3. The Sr. Manager, Serve Haryana Grmin Bank,
Branch Sudaka, Mewak (Haryana).

...Respondents/Management

AWARD

Passed on:-08.08.2019

Central Government vide Notification No. L-12012/36/2015-IR(B-I) Dated 18.02.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Smt. Sita Tiwari W/o Sh. Rakesh Tiwari w.e.f. 07.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 12.05.2012 on the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 07.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 12.05.2012 under the Manager N.C. Goel, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.

2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wagger by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being know as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wagger. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.

3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.

4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.

5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.

6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.

7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1584.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 125/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/35/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1584.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 125/2014) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Serve Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/35/2015-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT: SH. A.K. SINGH, PRESIDING OFFICER

ID No. 125/2014

Registered on:-17.03.2015

Smt. Manju, W/o Sh. Bijender Singh, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon (HR).

...Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
3. The Sr. Manager, Serve Haryana Grmin Bank,
Branch Sudaka, Mewak (Haryana).

...Respondents/Management

AWARD**Passed on:-08.08.2019**

Central Government vide Notification No. L-12012/35/2015-IR(B-I) Dated 18.02.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Smt. Manju W/o Sh. Bijender Singh w.e.f. 05.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 28.01.2008 on the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 05.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto April, 2011 under the Manager Joginder Singh, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.

2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wage by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being know as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wage. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.

3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.

4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.

5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.

6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.

7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1585.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 78/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/75/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1585.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 78/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Serve Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/75/2014-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT: SH. A.K. SINGH, PRESIDING OFFICER

ID No. 78/2014

Registered on:-02.02.2015

Sh. Ajit Singh, S/o Sh. Chander Pal, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon (HR).

...Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
3. The Sr. Manager, Serve Haryana Grmin Bank,
Branch Sudaka, Mewak (Haryana).

...Respondents/Management

AWARD

Passed on:-08.08.2019

Central Government vide Notification No. L-12012/75/2014-IR(B-I) Dated 11.12.2014, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Sh. Ajit Singh S/o Sh. Chander Pal w.e.f. 05.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 22.07.2011 on the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 05.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 22.07.2011 under the

Manager Desh Pal Rawat, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.

2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wager by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being known as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wager. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.

3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.

4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.

5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.

6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.

7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1586.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 121/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 प्राप्त हुआ था।

[सं. एल-12012/31/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1586.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 121/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Sarva Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/31/2015-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No. 121/2014

Registered on:-17.03.2015

Sh. Amit, S/o Sh. Inder Singh, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon (HR).

... Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
 2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
 3. The Sr. Manager, Serve Haryana Grmin Bank,
Branch Sudaka, Mewak (Haryana).
- ... Respondents/Management

AWARD

Passed on:-08.08.2019

Central Government vide Notification No. L-12012/31/2015-IR(B-I) Dated 18.02.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Sh. Amit S/o Sh. Inder Singh w.e.f. 05.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 28.08.2010 at the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 07.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 21.08.2010 under the Manager Jagdish Yadav, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.

2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wagger by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being know as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wagger. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.

3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.

4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.

5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.

6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.

7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1587.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 72/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 प्राप्त हुआ था।

[सं. एल-12012/76/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1587.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 72/2014) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Serve Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/76/2014-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No.72/2014

Registered on:-02.02.2015

Sh. Joginder Singh, S/o Sh. Rajvir Singh, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon (HR).

...Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
3. The Sr. Manager, Serve Haryana Grmin Bank,

Branch Sudaka, Mewak (Haryana).

...Respondents/Management

AWARD

Passed on:-08.08.2019

Central Government vide Notification No. L-12012/76/2014-IR(B-I) Dated 11.12.2014, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Sh. Joginder Singh S/o Sh. Rajvir Singh w.e.f. 05.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 19.10.2010 on the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 05.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 19.10.2010 under the Manager Mohit Dutt, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.

2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wager by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being know as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wager. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.

3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.

4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.

5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.

6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.

7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1588.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 68/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 प्राप्त हुआ था।

[सं. एल-12012/64/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1588.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 68/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Serve Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/64/2014–IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No. 68/2014

Registered on:-02.02.2015

Sh. Brijmohan, S/o Sh. Ram Avtar, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon(HR)

... Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
3. The Sr. Manager, Serve Haryana Grmin Bank,
Branch Sudaka, Mewak (Haryana).

... Respondents/Management

AWARD

Passed on:-08.08.2019

Central Government vide Notification No. L-12012/64/2014-IR(B-I) Dated 05.12.2014, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Sh. Brijmohan S/o Sh. Ram Avtar w.e.f. 05.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 28.08.2010 at the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 05.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 28.12.2010 under the Manager M.S. Kataria, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.

2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wage by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being know as Sarva Haryana Gramin Bank

vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wager. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.

3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.

4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.

5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.

6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.

7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1589.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 119/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 प्राप्त हुआ था।

[सं. एल-12012/34/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1589.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 119/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Serve Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/34/2015-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT-II, CHANDIGARH****Present:** Sh. A.K. Singh, Presiding Officer**ID No.119/2014****Registered on:-17.03.2015**Sh. Mohit Saini, S/o Sh. Charan Singh Saini, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon (HR).

...Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
3. The Sr. Manager, Serve Haryana Grmin Bank,
Branch Sudaka, Mewak (Haryana).

...Respondents/Management

AWARD**Passed on:-08.08.2019**

Central Government vide Notification No. L-12012/34/2015-IR(B-I) Dated 18.02.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Sh. Mohit Saini S/o Sh. Charan Singh w.e.f. 05.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 16.06.2010 on the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 05.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 30.11.2013 under the Manager Ranjan Parkash, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.

2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wager by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being know as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wager. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.

3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.

4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.

5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.

6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.

7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1590.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 66/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 प्राप्त हुआ था।

[सं. एल-12012/67/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1590.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Serve Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/67/2014-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No.66/2014

Registered on:-02.02.2015

Sh. Mukesh Kumar, C/o Sh. Rajinder Pathak, Chamber No.169-C,
Lawyers Chambers, District Court, Gurgaon (HR).

...Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon(HR).

The Sr. Manager, Serve Haryana Grmin Bank,
Branch Sudaka, Mewak (Haryana).

...Respondents/Management

AWARD

Passed on:-08.08.2019

Central Government vide Notification No. L-12012/67/2014-IR(B-I) Dated 05.12.2014, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating services of Sh. Mukesh Kumar S/o Sh. Ram Chander w.e.f. 05.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 23.06.2010 on the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 05.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 23.06.2010 under the Manager Suchet Singh, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner(C), Karnal, for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.
2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wagger by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being know as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wagger. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.
3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.
4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.
5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.
6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.
7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1591.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 110/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/04/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1591.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 110/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Serve Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/04/2015-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No. 110/2014

Registered on:-03.03.2015

Sh. Narender, S/o Sh. Ram Kishar, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon (HR).

... Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
 2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
 3. The Sr. Manager, Serve Haryana Grmin Bank,
Branch Sudaka, Mewak (Haryana).
- ... Respondents/Management

AWARD

Passed on:-08.08.2019

Central Government vide Notification No. L-12012/04/2015-IR(B-I) Dated 22.01.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank (Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Sh. Narender S/o Sh. Ram Kishan w.e.f. 05.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 28.04.2008 on the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 05.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 28.04.2008 under the Manager K.P. Aggarwal, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.
2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wager by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being know as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wager. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not

entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.

3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.

4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.

5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.

6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.

7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1592.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 67/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/63/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1592.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 67/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Serve Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/63/2014-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No. 67/2014

Registered on:-02.02.2015

Sh. Pawan Kumar, S/o Sh. Ramanand, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon (HR).

...Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
3. The Sr. Manager, Serve Haryana Grmin Bank,

Branch Sudaka, Mewak (Haryana).

...Respondents/Management

AWARD
Passed on:-08.08.2019

Central Government vide Notification No. L-12012/63/2014-IR(B-I) Dated 05.12.2014, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Sh. Pawan Kumar S/o Sh. Ramanand w.e.f. 05.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 19.07.2008 on the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 05.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 19.02.2008 under the Manager Jitender Sharma, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.
2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wager by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being know as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wager. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.
3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.
4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.
5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.
6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.
7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1593.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 122/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/30/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1593.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 122/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Serve Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/30/2015-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH****Present:** Sh. A.K. Singh, Presiding Officer**ID No. 122/2014****Registered on:-17.03.2015**Sh. Rajbir, S/o Sh. Ramesh Chand, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon (HR).

...Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
3. The Sr. Manager, Serve Haryana Gramin Bank,
Branch Sudaka, Mewak (Haryana).

...Respondents/Management

AWARD**Passed on:-08.08.2019**

Central Government vide Notification No. L-12012/30/2015-IR(B-I) Dated 18.02.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Sh. Rajbir S/o Sh. Ramesh Chand w.e.f. 07.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 23.09.2011 on the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 07.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 23.09.2011 under the Manager Jitender Viz, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.

2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wagger by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being known as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wagger. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.

3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.

4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.

5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.

6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.

7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1594.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सर्व हरियाणा ग्रामीण बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 123/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 को प्राप्त हुआ था।

[सं. एल-12012/32/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1594.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 123/2014) of the *Cent. Govt. Indus. Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of Sarva Haryana Gramin Bank and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/32/2015-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No. 123/2014

Registered on:-17.03.2015

Sh. Sachin S/o Sh. Dharam Pal, C/o Sh. Rajinder Pathak,
Chamber No.169-C, Lawyers Chambers, District Court, Gurgaon (HR).

...Workman

Versus

1. The Chairman, Serve Haryana Gramin Bank, H.O.-Near Bajrang Bhawan, Delhi Road, Rohtak.
2. The Nodal/Regional Officer, Serve Haryana Gramin Bank, Pargati Bhawan, Sector-44, Gurgaon (HR).
3. The Sr. Manager, Serve Haryana Grmin Bank,
Branch Sudaka, Mewak (Haryana). ...Respondents/Management

AWARD**Passed on:-08.08.2019**

Central Government vide Notification No. L-12012/32/2015-IR(B-I) Dated 18.02.2015, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of Serve Haryana Gramin Bank(Formerly known as Gurgaon Gramin Bank), Gurgaon in terminating the services of Sh. Sachin S/o Sh. Dharam Pal w.e.f. 06.12.2013 is valid, just and legal? If not, to what relief the concerned workman is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as Peon by the defendants/managements on 21.09.2010 on the payment of Rs.280/- per day. Defendant/management had not provided any appointment letter or any other documents using unfair labour practice. The defendant/management has obtained workman's signature on some printed documents by saying that it shall be used as a record of service. The record of the workman is reserved in the contingency account section. The workman/claimant rendered his services with utmost honesty in spite of that, management began to harass him when the name of Gurgaon Gramin Bank is changed as Serve Haryana Gramin Bank. ultimately, against the provision of Section 25-F of the Industrial Dispute Act, management retrenched the services of the workman on 06.12.2013 while he had worked more than 240 days on each calendar year before his retrenchment. Claimant/workman worked upto 21.09.2010 under the Manager Sanjay Dang, Branch Office. Claimant/workman moved an application before the Assistant Labour Commissioner for conciliation but of no result. It is prayed that workman/claimant be ordered to be reappointed with all benefits with continuous service.
2. Management has filed its written statement, alleging therein that petition moved by claimant/workman is not maintainable because there is no Industrial Dispute between the parties. The claimant was never engaged as daily wages worker for regular work. It is stated that applicant/claimant was engaged as daily wager by erstwhile Gurgaon Gramin Bank. Subsequently, the Gurgaon Gramin Bank with its Head Office at Gurgaon amalgamated with Haryana Gramin Bank which has its Head Office at Rohtak and a new entity has come into being know as Sarva Haryana Gramin Bank vide Notification dated 29.11.2013 of Govt. of India, Ministry of Finance. After the alleged amalgamation, respondent-management of Sarva Haryana Gramin Bank did not engage the applicant/workman as daily wager. It is wrong to say that answering respondent harass the workman and forced to work. It is further stated that applicant/claimant is not entitled for any relief from the Hon'ble Tribunal because there is no dispute existed between the respondent-management and claimant/workman under the Industrial Disputes Act.
3. During the pendency of the proceeding before this Tribunal, workman remained absent regularly at the stage of evidence, compelling the learned counsel of the claimant Sh. Arun Batra for permission to withdraw from the case and informed that workman is not in touch with him as such, he is unable to submit evidence in the case and requested that appropriate order be passed.
4. In view of the statement made by the learned counsel of the workman, opportunity of claimant to adduce evidence is closed and further opportunity is given to the management and the learned counsel of the management stated that there is no need for any evidence on behalf of the management and case is liable to be dismissed.

5. Perusal of file reveals that concerned workman is not turning for the paravi of the case for long time and case is pending for the evidence of the workman for last more than two years. It is pertinent to mention that it is not possible for Tribunal to proceed with the case in the absence of the workman as well as statement of the workman counsel regarding the withdrawal of his authority as a workman-counsel.

6. In view of the above facts and statement made by the learned counsel of the workman, this Tribunal is left with no choice, except to pass a 'No Dispute/Claim Award'. Since there is no adjudication of claim petition or case on merits as such, it would not preclude the workman from seeking fresh reference in accordance with Law.

7. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

A. K. SINGH, Presiding Officer

नई दिल्ली, 27 अगस्त, 2019

का. आ. 1595.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2 चंडीगढ़ के पंचाट (संदर्भ संख्या 95/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27.08.2019 प्राप्त हुआ था।

[सं. एल-12012/60/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 27th August, 2019

S.O. 1595.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 95/2014) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court-2*, Chandigarh as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 27.08.2019.

[No. L-12012/60/2014-IR(B-1)]

B. S. BISHT, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present: Sh. A.K. Singh, Presiding Officer

ID No. 95/2014

Registered on:-02.02.2015

Smt. Tripta Devi, W/o Sh. Tulsi Ram Dhiman,
C/o Sh. Sunder Singh Sippy, H.No.100/3, Raoura, Sector 2, Bilaspur (HP). ...Workwoman

Versus

1. The Chief Manager, State Bank of India, Bilaspur(HP).
2. Manager, State Bank of India, Branch Office Ohar,
District Bilaspur (H.P.).

...Respondents/Managements

AWARD

Passed on:-19.08.2019

Central Government vide Notification No. L-12012/60/2014-IR(B-I) Dated 31.12.2014, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of State Bank of India, Bilaspur(HP) in terminating the services of Smt. Tripta Devi W/o Shri Tulsi Ram Dhiman, safai karmchhari w.e.f. 17.03.2012 and to not allow on duty is just, valid & legal? If not, to what benefit the workman is entitled for and what directions are necessary in the matter?”

1. Both the parties were served with notices. The workwoman/claimant filed her statement of claim with the averment that she was engaged on 20.11.1999 on daily wages by defendant no.2 at State Bank of India, Ohar Branch, District Bilaspur and continued till 16.03.2012. Defendant no.2 on 17.03.2012 terminated her services orally without any fault and without giving any notice or one month salary using unfair labour practice for no cause which is against the provisions of Section 25-F, 25-B, 25-H and 25-G of the Industrial Disputes Act, 1947. Workwoman has further alleged that she was initially engaged on Rs.20/- per day and at the time of termination she was getting Rs.3,300/- per month and all the records are available with the defendants-managements. Management has appointed Sh. Rajinder Kumar Thakur in place of workwoman, using unfair labour practice and discrimination against the claimant. She moved an application in the month of April 2012 for reinstatement but no action is taken by respondent no.2. She remained unemployed and has not been engaged till filing of the claim petition. It is therefore prayed that she be reinstated in service with continuity, seniority and other financial benefits.

2. Respondents-managements has filed their written statement, alleging therein that claim as such, is not maintainable. It is alleged that Branch Manager has no power to appoint any person as there is no such rule and all the appointments are made according to the rules and regulations of the bank. The respondents-managements while citing few judgments has averred that if any person is appointed without any sanction from the Competent Authority, in such situation Section 25-F are not applicable. There is no relationship of employer and employee between the claimant and answering respondents. Respondents have neither issued any appointment letter nor any termination letter and in case of daily wage, reinstatement cannot be ordered by the Tribunal. Respondents-managements has further alleged that applicant does not fall within the definition of workman under the Industrial Disputes Act as she has not completed 240 days in service. In fact, there is no post of Sweeper in the bank and services of the applicant/workwoman were availed on different occasion on account of requirement of the bank as a casual labour against the agreed sum of labour by the Bank's-Extension-Counter at Bhagar for cleaning the premises of the Extension Counter only for an hour purely on daily wages and on each occasion of engagement, the applicant was paid sum of Rs.40/- per day till October 2004 and thereafter she was paid Rs.50/- per day for subsequent occasions. It is incorrect and denied that applicant was appointed on 20.11.1999 and continued till 16.03.2012 as alleged. Respondents-managements has further stated that in fact applicant was engaged for 27 occasions in January 2003, 21 occasions in April 2003, 26 occasions in March 2004, 13 occasions in April 2004, 13 occasions in May 2004, 27 occasions in July 2004, 24 occasions in September 2004, 24 occasions in October 2004, 24 occasions in September 2007, 24 occasions in January 2008 and 24 occasions in March 2008 respectively. The maintenance of branch including extension counter has been assigned to independent contractors since November 2010 and respective contractors from time are engaging persons their own. It is prayed that applicant/workwoman is not entitled for any relief as mentioned in the written statement and claim petition is liable to be dismissed.

3. Claimant/workwoman has filed its replication, alleging therein that present dispute is an industrial dispute and she came within the definition of workwoman as defined in the Industrial Disputes Act, 1947. The rulings mentioned in the written statement relate to the different facts and are not applicable in the case of claimant. Remaining facts alleged in the replication are same which are alleged in the claim statement as such, it does not require to be mentioned again in order to avoid repetition of the facts.

4. Both the parties have been given opportunity to lead evidence. Workwoman Smt. Tripta Devi has submitted her affidavit as Ex.A1 and cross-examined by management-counsel and management has examined Sh. Shiv Kumar Narula, Branch Manager, who filed his affidavit as Ex.MW1/A and has been cross-examined by the AR of the workwoman.

5. I have heard Sh. R..K. Parmar, AR for the workman and Sh. S.K. Gupta, Ld. Counsel for the management and perused the record carefully.

6. There is no dispute about proposition of law that onus to prove that claimant was in the employment of management is always on the workman/claimant and it is for the workwoman to adduce evidence to prove factum of his employment with the management. Such evidence may be in form of receipt of salary or wages for 240 days or record of his/her appointment or engagement for that year to show that he/she has worked with the employer for 240 days or more in a calendar year. In this regard, reference may be made to **Batala Coop. Sugar Mills Ltd. Vs. Sowaran Singh (2005) 8, Supreme Court Cases 481.**

7. There is hardly any dispute with the preposition of law as propounded in the aforesaid case. However, the factual scenario in the present case is bit different, inasmuch as the management in its written statement has clearly admitted the factum of employment of the claimant as it has stated that she was engaged as daily wager by respondent no.2 and was given Rs.40/- per day till October 2004 and thereafter she was paid Rs.50/- per day for subsequent occasions intermittently running upto 16.03.2012 as mentioned in the last line of the Para 1 of written statement. As such, it clearly establishes relationship of employer-employee between the management and claimant. In this regard, reference can be made to the decision in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011, Supreme Court 2532, wherein the Hon'ble Apex Court while interpreting the provisions of Section 2(S) of the Act which deals with the definition of "workman" has observed as under:-

"The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman."

It is clear from the perusal of the aforesaid observations that even if a person is engaged on temporary, part time or contract basis or for doing any other kind of work and is duly paid wages for the said work, in that eventuality such a person would be covered by the definition of "workman" as provided in Section 2(S) of the Act. In these circumstances, it stands proved that there existed relationship of employer-employee between the parties.

8. Equally settled is the preposition of law that when relationship of employer-employee stands proved between the parties, then onus will shift upon the management to show that claimant has not worked for 240 days or more in a calendar year or that the services of the claimant was terminated in accordance with the provisions of the ID Act. It is specific case of the workwoman/claimant that she was engaged as daily wager by the management from 22.11.1999 and she worked as such till 16.03.2012 when her services were terminated. She in fact has completed more than 240 days of service in each calendar year but despite that no notice or compensation in lieu of notice was given prior to termination of her services by the management. The affidavit filed by the workwoman/claimant is in line with the averments made in the claim petition. In cross-examination, workwoman/claimant has admitted that there was neither any advertisement by the respondent-bank nor any appointment letter was issued to her. She has denied the suggestion that she was given work as daily wager in January 2003. She has admitted that she was initially given Rs.20/- per day which was enhanced to Rs.40/- per day. She has specifically denied that she was working for half an hour daily and has not completed 240 days of service in each year. Contrary to this, witness examined by the management Sh. Shiv Kumar Narula has stated that claimant was engaged on daily wages and she has worked only for days mentioned in the affidavit. He has admitted that claimant was not given any show cause notice and denied the suggestion that someone has been engaged in place of claimant after her termination. He has further stated that payment of wages were made by way of cash to the claimant after obtaining signatures on vouchers but he has no documents regarding payment to claimant at the time of the evidence before the Tribunal and it has to be verified whether they are in the branch or not. He has further stated that now the cleaning work was done by the outsourcing contractor from the year 2010.

9. It is pertinent to mention that management has not adduced any evidence whatsoever to rebut the case of the claimant/workwoman to substantiate his stand that the claimant had worked as daily wager for few days or months in the year as is mentioned in Para 1 of the written statement of the management. It is relevant to mention that claimant has filed an application for summoning the record pertaining to paid vouchers from 29.11.1999 to 16.03.2012, ledger/cash ledger books from 29.11.1999 to 16.03.2012 at the stage of argument, which was rejected by this Tribunal vide its order dated 05.07.2019 on the objection of the learned counsel of the management that claimant is trying to fill up the lacuna after file posted for arguments. Undoubtedly, application was rejected by this Tribunal because it was moved at belated stage but question still remains to be seen regarding the onus and burden of proof on the respective parties.

10. Learned counsel of the management contended that as a general rule, burden lies on the workwoman/claimant to prove that she was in the employment of management and claimant/workwoman is miserably failed to adduce evidence to prove the factum of her employment in the management. Certainly such evidence may be in the form of receipt of salary or wages for 240 days. However, learned AR of the claimant relied on the judgment of Supreme Court in the Case of Director, Fisheries Terminal Department Vs. Bhikubhai Meghajibhai Chavda reported in (2010)1, SCC 47, wherein it has been laid down by the Supreme Court that the burden to prove the same cannot be thrust upon the

workman as it would be difficult from him to access the records such as muster roll, seniority etc. The Hon'ble High Court of Allahabad in the case of *Mohd. Wazid Vs. Presiding Officer, Central Govt. and Anr., Writ C No.46759 of 2014, decided on 23.02.2015* has referred the case of *R.M. Yellati Vs. Assistant Executive Engineer, SCC Page 116*, wherein it has been observed that:-

“16. This Court in R.M. Yellati Vs. Asstt. Executive Engineer has observed: (SCC p.116, para17)

“17..... However, applying general principles and on reading the [aforesaid] judgments, we find that this Court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily-waged earners, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman(the claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register, etc. Drawing the adverse inference ultimately would depend thereafter on the facts of each case.”

11. Applying the principle laid down in the above cases, evidence produced by the management has not been consistent. The respondents-counsel has claimed that workwoman did not worked for 240 day in any of the calendar year as she was hired on daily wage basis. Obviously in order to meet such situation, Hon'ble Supreme Court has pointed out in the above mentioned case that workman/claimant could have difficulty to provide all the official documents i.e. attendance register etc. payments made in connection with his/her service. In case, she has come forward and deposed that offer so in our opinion the burden shifts to the employer to prove that she had not completed 240 days of service in the requisite period of continuous service. The facts mentioned in the Para 1 of written statement regarding working days of claimant it is clear that management has at least accepted the existence of claimant as daily wage worker since January 2003 upto 16.03.2012. Thus, relationship of employer and employee between claimant and management-bank runs for almost 9 years though intermittently as per admission of the management. Learned counsel of the management has argued that claimant has not worked regularly in intervening period instead she has worked occasionally and intermittently on need basis as is mentioned in the Para 1 of written statement i.e. the months and respective days and year are specifically mentioned. Unfortunately, management has not tried to prove this fact by cogent documentary evidence leaving vacuum of evidence to be appreciated by this Tribunal to reach the decisive conclusion.

12. There is another aspect of the case for analysis and consideration. Natural question arises claimant if worked for 223 days only since January 2003 to March 2008 as Sweeper then there should be someone to perform the Sweeper work done by the claimant. Defendants/respondents have not mentioned/clarified this fact in its written statement for the reason best known to them. It appears that management knowingly has concealed this fact to avoid further complication of its stand/defence. In fact the version of claimant for working 240 days in each calendar year could be easily belied by management mentioning the name and number of persons employed by them for sweeping of the premises of branch establishment and evidence relating to payment etc. therein. In this regard, it would be pertinent to mention observation of three Judge bench of the Hon'ble Supreme Court, in *Municipal Corporation, Faridabad Vs. Sri Niwas, SCC Page 198 Para 15*.

“A Court of law even in a case where in provisions of Indian Evidence Act, apply may pressure or may not pressure that if a party despite possession of best evidence had not produced the same it would be the matter however different where dispute direction by a Court the evidence is withheld have gone against this contentions.”

Thus, this Tribunal is constrained to draw adverse inference against the management for not adducing best evidence in its possession. Hence, this Tribunal is of considered opinion that employment of claimant as Sweeper from January 2003 upto March 2008 by management is proved on the basis of its own admission as well as principle of the preponderance of probability applicable as rule for decision of cases relating to Industrial Disputes Act, 1947.

13. Now the vital question arises for consideration is whether termination of the workwoman from her services by the management w.e.f. 16.03.2012 is in accordance with law or in violation of Section 25-F of the Act. According to the testimony of the claimant/workwoman the work of Sweeper on which she was working was of permanent nature and that her services were terminated by the management in violation of Section 25-F and 25-G of the Act. After termination she

has also approached to the management for reinstatement but all in vain. It is neither the case of the management that notice or compensation in lieu of notice period was given to the claimant prior to termination of her services from 16.03.2012 nor any such evidence has adduced by the management on record. This fact is also admitted by the witness of the management Shiv Kumar Narula during his cross examination by the AR of the workman. In this situation, this Tribunal has no hesitation to hold that the services of the workwoman were terminated by the management in violation of the provisions of Section 25-F of the Act.

14. There is long line of decisions of Hon'ble Apex Court as well as of various High Courts that provisions of Section 25-F of the Act are mandatory in nature and termination of the workman from services in derogation of the provisions of Section 25-F of the Act will render action of the management to be illegal and void under the law. Since there is no evidence on record that any valid notice was issued by the management to the workwoman at the time of termination or in lieu of such notice, any compensation was paid to her as such, action of the management in terminating the services of the workwoman is held to be illegal and void.

15. Now the residual question is whether the workwoman/claimant is entitled to any incidental relief of payment of back wages and/or reinstatement in service with full back wages. It is proved on record that claimant was continuously in the employment of the management at least from January 2003 to 16.03.2012 on monthly salary basis. There is no show cause notice or memo issued to the claimant/workwoman by the management. Moreover, the job of the workwoman is of perennial and regular nature. Learned counsel of the management contended that claimant/workwoman has already admitted in her cross-examination that she was appointed as daily wager and she was getting pay only for the days she worked thus, it cannot be said that she was employed on regular basis and work was of perennial nature. Learned counsel further argued that admittedly, she was not employed in accordance with the rules and regulations by making advertisement and duly selection hence, she cannot be reinstated as prayed by her in the claim petition. Undoubtedly, there is long line of judgments of the Hon'ble Supreme Court in which it is clearly held that daily wager or any other person who is not duly appointed cannot claim reinstatement as such, argument of the learned counsel of management is in consonance to the law and reinstatement of the claimant is not possible in the light of the series of judgments of the Hon'ble Supreme Court.

16. Next and last question which remains for consideration is whether claimant is entitled for compensation in the light of the provision enshrined under Section 25-F of the Industrial Disputes Act, 1947. It is already held above that claimant has able to prove by evidence of the management itself that she had at least worked with the management from January 2003 to March 2008 (about 5 years) regularly and has completed 240 days on preceding year before her termination without any notice or compensation in lieu of notice.

17. The Hon'ble Apex Court in case **"Deepali Gundu Surwase Vs. Kranti Junior Adhyapak Mahavidyalaya"** reported as (2013) 10 SCC 324 has held as under:

"The propositions which can be culled out from the aforementioned judgments are:

- (i) *In case of wrongful termination of service, reinstatement with continuity of service and back wages is the normal rule.*
- ii) *Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then I has to plead and also lead cogent evidence to prove that the workman wads gainfully employed and was getting wages equal to the wages he wads drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments."*

18. The Hon'ble Apex Court also held that different expressions are used for describing the consequence of termination of a workman's service/employment/engagement by way of retrenchment without complying with the mandate of Section 25-F of the Act. Sometimes it has been termed as ab initio void, sometimes as illegal per se,

sometime as nullity and sometimes as non est. Leaving aside the legal semantics, we have no hesitation to hold that termination of service of an employee by way of retrenchment without complying with the requirement of giving one month's notice or pay in lieu thereof and compensation in terms of Section 25-F (a) and (b) has the effect of rendering the action of the employer and nullity and the employee is entitled to continue in employment as if his/her service was not terminated. (*Anoop Sharma Vs. Executive Engineer, Public Health Division No.1 Panipat (2010) 5 SCC 497*).

19. A Bench of three Judges of the Hon'ble Supreme Court in the case of *Hindustan Tin Works Private Limited Vs. Employees of Hindustan Tin Works Private Limited (1979) 2 SCC 80*, held that relief of reinstatement with continuity of service can be granted where termination of service is found to be invalid. It would mean that the employer has taken away illegally the right to work of the workman contrary to the relevant law or in breach of contract and simultaneously deprived the workman of his earnings. If thus the act of employer is found to be totally illegal and arbitrary, in that eventuality the workman is required to be reinstated, with full back wages. Plain common sense also dictates that the removal of an order terminating the services of workmen must ordinarily lead to the reinstatement of the services of the workmen along with payment of back wages.

20. However, Hon'ble Apex Court in the case *General Manager, Haryana Roadways Vs. Rudan Singh, reported as 2005 SCC (L & S) 716*, observed as under:-

"8. There is no rule of thumb that in every case where the Industrial Tribunal gives a finding that the termination of service was in violation of Section 25-F of the Act, entire back wages should be awarded. A host of factors like the manner and method of selection and appointment i.e. whether after proper advertisement of the vacancy or inviting applications from the employment exchange, nature of appointment namely, whether ad hoc, short term, daily wage, temporary or permanent in character, any special qualification required for the job and the like should be weighed and balanced in taking a decision regarding award of back wages. *One of the important factors which has to be taken into consideration is the length of service, which the workman had rendered with the employer. If the workman has rendered a considerable period of service and his services are wrongfully terminated, he may be awarded full or partial back wages keeping in view the fact that at this age and the qualification possessed by him he may not be in a position to get another employment. However, where the total length of service rendered by a workman is very small, the award of back wages for the complete period i.e. from the date of termination till the date of award, which our experience shows is often quite large, would be wholly inappropriate.* A regular service of permanent character cannot be compared to short or intermittent daily wage employment though it may be for 240 days in a calendar year."

21. Having regard to the legal position as discussed above and the fact that the claimant was performing duty regularly even on daily wages this Tribunal is of the firm view that claimant herein entitled for compensation for services rendered to the respondents-managements at least for 4-5 years consecutively. Admittedly, she was getting Rs.50/- per day at the time of her termination as such, this tribunal is of the considered view that looking the nature of the salary and years of the workwoman in the service with the respondents-managements, it will meet end of justice if compensation of Rs.3,00,000/- is awarded in favour of the workwoman and in case, this amount is not paid within one month from the date of publication of the award, the workwoman shall be entitled to the said amount with 6% interest from the date of notification till realisation.

22. Let copy of the award be sent to the Central Government for publication of the same as required under Section 17(2) of the Act.

A. K. SINGH, Presiding Officer